

The Solicitors Journal.

LONDON, DECEMBER 5, 1885.

CURRENT TOPICS.

MR. JUSTICE CHITTY will not, during the present sittings, hear any more actions with witnesses, but will proceed with his non-witness list.

THE COURT OF APPEAL, No. 2, will not sit on Monday next, two of the learned judges having to attend a meeting of the Rule Committee on that day.

IT WAS UNDERSTOOD that Lord Justice LOPES would not sit on Friday, in consequence of his having to attend at Windsor to be sworn a Privy Councillor.

WE MENTIONED some time ago that the report of the Chancery Chambers Committee was in the hands of the judges. If current rumour is correct, there is only one member of the committee who has given his unqualified adhesion to all the recommendations contained in the report.

THE COUNCIL OF JUDGES, which met on Wednesday, did not bestow any very lengthened consideration on the subjects before it. The judges met at two o'clock and broke up about half-past three. We believe that, among other subjects considered, there was an important proposal for an alteration relating to appeals on applications for new trials.

WE REPORT, elsewhere, some remarks made by Mr. Justice FIELD on the conduct of solicitors in not giving notice of cases being settled out of court. The observations of the learned judge appear to answer themselves. As he says, solicitors are not entitled to any fee for attending to give the notice desired, and why should they be expected, at the cost of considerable inconvenience and loss of time, to oblige a court which certainly never goes out of its way to show them any favour?

THE RETIREMENT of Lord Justice BAGGALLAY, though not unexpected, has occasioned sincere and general regret. His uniform patience, gentle courtesy, and kindly consideration for the feelings of everyone, have personally endeared him to both branches of the legal profession. His presidency of Court of Appeal No. 2 was always welcomed as a sure guarantee that the business of the court would be transacted with becoming dignity and without friction or vexatious interruption. These were qualities of no mean value, but more important judicial attributes were not lacking. Lord Justice BAGGALLAY combined marvellous industry with an insatiable desire to do justice; an extensive and accurate knowledge of law with a soundness of judgment which, on not a few occasions, led to the adoption of his dissenting opinion by the House of Lords. He was the most unassuming of judges, yet on occasion was firm and courageous in the assertion of his views. His judgments, in fact, had come to be looked upon with high respect, even by the acute and cynical critics of Lincoln's-inn, to whom no judicial utterance is sacred and no judicial character altogether exempt from blame. Can any judge, on quitting the scene of his labours, desire a better record than that which this fair-minded, learned, and inflexibly upright man leaves behind him?

LORD JUSTICE LOPES, who succeeds Sir R. BAGGALLAY, possesses in some degree the personal attributes of his predecessor. He is even-tempered, patient, and courteous; and, as a *Nisi Prius* judge, has gained well-merited distinction. If it may be questioned whether he will add greatly to the weight of the Appeal Bench, it is certain that he will bring to it sound common sense and no inconsiderable experience. We believe that, at the time we write, the vacant judgeship has not been filled up; there is therefore still reason to hope that an appointment will not be made which would recall the days of purely party promotion.

THE EXCEEDINGLY able address delivered by Mr. GRAY HILL at the annual meeting of the Liverpool Incorporated Law Society will repay perusal and attentive consideration, not merely by solicitors, but by our new legislators. Speaking as the representative of the legal element in one of the largest mercantile cities, he says that "if we, solicitors of Liverpool, have learnt one lesson thoroughly from our mercantile clients, it is that litigation should be quickly brought to an end." He might, if he had chosen, have fortified this just observation by citing the results of "the law's delays" in a still greater commercial centre. What has become of the fat Guildhall cause lists of former years? Is it or is it not the fact that the historian of the nineteenth century will have to record that there is an unwigged and unrobed judge, sitting somewhere in Mincing-lane, to whose arbitrament the keen mercantile men of the greatest city in the world commit, with the utmost confidence, their disputes, in despair at the slow process provided by the State? Mr. HILL's idea that in a few years the solicitors in Liverpool and Manchester may "be able to get to trial in very many cases in about as long after the dispute arises as it takes a fast Atlantic steamer to make a voyage from this port to New York and back," sounds like a joke to the London lawyer; but it would be very soon realized if, instead of committing the reorganization of legal procedure to committees and councils of judges, half-a-dozen men like Mr. HILL and Mr. HOLLAMS were invested by the Government with authority to meet and say what should be done in order to accomplish this result, and if the measures recommended by them were passed by the Legislature. Mr. HILL's rather satirical remarks on the "chancery mind" in relation to the strange doctrines as to trustees' liability are not quite just; it is among the men who have been, as he says, "fed from their youth up on what chancery lawyers are pleased to call 'equitable doctrines,'" that the strongest denouncers of the present state of the law in this respect are to be found; it is an eminent "chancery mind" which has proposed the legislative repeal of some of the worst of the existing doctrines; and not many "chancery minds" would desire that Mr. Justice KAY should be taken as an exponent of their opinions on this subject of trustees' liability. We doubt whether Mr. HILL's heroic remedy of the trial by jury of cases of breach of trust would do much to relieve trustees so long as the judge's direction to the jury must be based on the existing law, and, if the law were altered, there would be no need to alter the mode of trial.

THERE HAS BEEN a good deal of carping at the remarks which Lord COLERIDGE addressed the other evening to the discharged prisoners who are the objects of the St. Giles' Mission; but, for our own part, we think that a debt of gratitude is due to him for his efforts in the direction of proportioning punishment to crime. His remarks were not so much addressed to the discharged prisoners before him as to the judges and magistrates who administer our criminal law; and, as to some of these personages, they were certainly neither uncalled for nor unjust. There are some few judges and recorders who seem to be incapable of understanding that there should be some proportion between a crime and its punishment; but, in general, lawyers may be trusted to endeavour

to preserve some such proportion. In order to do this effectively, however, it is necessary that the judge should be accurately aware of the results to the criminal of the sentence he bestows. We know one most able criminal judge who, before he entered on his duties, took the greatest pains to ascertain the actual results to prisoners of the sentences it was in his power to inflict. How many judges follow this excellent example? How many know exactly what BILL SIXES will have to do or suffer in consequence of the sentence airily pronounced from the bench? But it is, of course, among country magistrates that the most glaring examples of iniquitously heavy sentences occur. Not only do these rural personages often think nothing at all about proportioning their sentences to the nature of the offence, or about the results to the offender and his family, but (what is worse) they think nothing at all about any distinction between penalties for crimes and penalties for mere breaches of bye-laws. Mr. BEEVES, the highly respectable chairman of petty sessions, after mulcting each of half-a-dozen labourers half his week's wages in fines and costs for some paltry contravention of a bye-law, goes home to dinner with the comfortable conviction that he has done good service by striking terror into the public and enforcing observance of the bye-law. If the respectable BEEVES would visit the homes of the half-dozen labourers he has mulcted, and see the wives and children deprived of their bread by the vigorous and spirited action over which he chuckles, he might possibly alter his course of procedure. For BEEVES is not generally a wantonly cruel man; he is only more or less foolish, thoughtless, and pompous. The magistrates' clerks and the officials of the Home Office do their best to keep him in check, but if the judges would devote a portion of their charges at each assizes to impressing on the collective BEEVES, forming the Grand Jury, the purport of Lord COLERIDGE's recent excellent address, they would do a great service to the country.

ELECTION BILLS are now no doubt fast coming in, and election agents and candidates are busy in preparing and considering returns and declarations respecting election expenses. In regard to both these matters the Corrupt Practices Act, 1883, is very strict. By section 29 of the Act "every claim against a candidate at an election, or his election agent, in respect of any expenses incurred on account of or in respect of the conduct or management of such election which is not sent in to the election agent within the time limited by this Act shall be barred and shall not be paid"; and by the same section the time limited is, except in very special cases, "fourteen days after the day on which the candidates returned are declared elected." The claim must be paid within twenty-eight days after such day, and, subject to exceptions for special cases, "an election agent who makes a payment in contravention of this provision shall be guilty of an illegal practice," the effect of a conviction for which is, by section 10, liability to a fine of £100, and absolute disqualification from voting for five years. The principal exception is for the case where a claim is disputed, and the claimant (see sub-section 8 of section 29) chooses to "bring an action for the disputed claim in any competent court." As to returns and declarations of expenses, it is provided by section 33 that, "within thirty-five days after the day on which the candidates returned at an election are declared elected, the election agent shall transmit to the returning officer a return showing the amounts, with vouchers, of all payments made, the amount of personal expenses of the candidate, and showing also all disputed and unpaid claims, if any, accompanied by a declaration of the truth of the return made before a justice of the peace. By the same section the candidate is to transmit a similar declaration. The sanction of the enactment is tremendous. "If in the case of an election for any county or borough," says the Legislature, in sub-section 5 of section 33, "the said return and declarations are not transmitted before the expiration of the time limited for that purpose, the candidate shall not, after the expiration of such time, sit or vote in the House of Commons until either such return and declarations have been transmitted, or until the date of the allowance of such an authorized excuse for the failure to transmit the same as in the Act mentioned; and if he sits or votes in contravention of this enactment he shall forfeit £100 for every day on which he so sits or votes to any person who shall sue for the same." It will be observed that the *laches* of the agent, as well as

of the candidate himself, will, *prima facie*, cause the penalty to attach, and that the £100 penalty is a liquidated amount which no court has the power to reduce. By section 34 application may be made to the High Court to exempt the candidate from the consequences of non-compliance by reason of his illness, "or of the absence, death, illness, or misconduct of his election agent or sub-agent." The thirty-five days will in most cases expire during the Christmas Vacation, when no divisional court will be sitting. Whether the whole 670 elected members will be able to present themselves as legally competent to sit and vote at the election of a Speaker in January next, remains to be seen.

SALE OF HEIRLOOMS ANNEXED TO A TITLE.

WE briefly discussed the decision of Mr. Justice Chitty in the recent case of *In re Rivett-Carnac* (33 W. R. 837, L. R. 30 Ch. D. 138) at the time it was given. It will be remembered that the learned judge held that a baronetcy is "land" within the meaning of the Settled Land Act; and accordingly that heirlooms bequeathed by the will of a baronet so as to devolve with the baronetcy might be sold under the 37th section of the Act. The decision appears to call for some further remarks.

There can be no doubt that the circumstances of the case rendered it extremely *convenient* that the valuable service of plate should be converted into an income-producing fund, instead of lying useless in the fireproof safe of a banker; but the question is not whether a sale is convenient, but whether it is authorized by the express terms of the enactment. The 37th section of the Settled Land Act, which confers on the tenant for life the power of selling heirlooms subject to the sanction of the court, is in these terms:—"Where personal chattels are settled on trust so as to devolve with land until a tenant in tail by purchase is born or attains the age of twenty-one years, or, so as otherwise to vest in some person becoming entitled to an estate of freehold of inheritance in the land, a tenant for life of the land may sell the chattels or any of them." By the interpretation clause "land" is to include incorporeal hereditaments, and it is unquestionable that a title of honour, being an incorporeal hereditament, falls within the scope of the Act, unless excluded by some manifest absurdity. It is not here that the difficulty lies, but in the adaptation of the machinery of this somewhat complicated statute to a state of circumstances which it may safely be affirmed was never contemplated by its authors. The main object of the Act being to sell, to lease, to improve settled land, the meaning of the word "land" was, no doubt, extended by interpretation for the purpose of bringing in the incorporeal rights which are frequently annexed to land in its primary acceptation. But with this general scheme of the statute we have no more to do in considering this question of the sale of heirlooms than with the desirability of converting them from lumber into consols.

Let us see how the matter stands on the clause which we have extracted above. There must not only be "settled land" with which the chattels are to devolve, but also a tenant for life, or a person entitled to exercise the powers of a tenant for life, within the meaning of the Act. A "tenant for life" there cannot be, for that expression is defined in terms which exclude the mere holder of an unproductive honour. He is "the person who is for the time being, under a settlement, beneficially entitled to possession of settled land for his life": section 2 (5). Now, although by straining language the patent of creation may be considered the settlement of a title of honour, yet it is not possible to ignore the word "beneficially," which clearly points to the material benefit derived from land as a productive commodity. The 58th section, however, largely extends the operation of the Act by placing a number of persons entitled to various estates on the same footing as a tenant for life; and Mr. Justice Chitty seems to have considered the baronet in this case to be a tenant in tail in possession of the "settled" baronetcy. Now, the obvious objection to such an interpretation is, that by section 58 *all* the powers of a tenant for life, and not merely the single one of selling heirlooms, are conferred in bulk upon the several persons there described. It is enacted that "each person as follows shall, when the estate or interest of each of them is in possession, have the powers of a

tenant for life as defined in section 3 of the Act. Before we should reach which "the question of the fee simple. The answer is, *De Dono* alienation without statute, foundation, curious argument on the Committee of these dependents, erudition that the garded within the in the which n which n Statute A digni the inst from the will of created, it endu.

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tenant for life under this Act, as if each of them were a tenant for life as defined in this Act." If, therefore, a baronet is a tenant in tail of his dignity so as to enable him to sell heirlooms under section 37, he must also be able to sell the baronetcy itself under section 3, and possibly to grant a lease of it for twenty-one years. Before we attribute so preposterous an intention to the Legislature, we should seek to evade the difficulty by restricting the sense in which "tenant in tail" is used in section 58.

The question whether the grant of a title of honour to a man and the heirs, or heirs male, of his body creates an estate tail, or a fee simple conditional, has been discussed in several early cases. The answer to be given depends on the construction of the Statute *De Donis*, and as the object of that statute was to prohibit the alienation of tenements, we cannot apply it to titles of honour without considering that they were within the mischief of the statute, and therefore formerly alienable. There is no historical foundation whatever for such an idea. It is a somewhat curious circumstance that no reference was made in the arguments or judgment to the great storehouse of information on the subject of titles—viz., the Reports of the Lords Committees on the Dignity of a Peer of the Realm. In the third of these reports the whole question on which *Re Rivett-Carnac* depended is discussed with great acumen and the most profound erudition; and the conclusion at which the committee arrives is, that the cases on which Mr. Justice Chitty relied cannot be regarded as authorities, and that a title of honour is not a tenement within the meaning of the Statute *De Donis*. "There is, in truth," in the words of the report, "no resemblance between land, of which the King or any other person is seised in fee simple, and which may be entailed, and of which the entail is protected by the Statute *De Donis*, and a dignity created by patent or writ. . . . A dignity is a thing of new creation, having no existence prior to the instrument by which it is created. It is a mere emanation from the power of the Crown, having its first being only by the will of the Crown expressed in the instrument by which it is created, and enduring only so long as the terms of the grant give it endurance": 3rd Report, Dignity of a Peer, p. 56.

But to return from the Statute *De Donis* to the Settled Land Act, there are one or two other considerations which tend to show that this decision is one which cannot be regarded as a legitimate interpretation of the latter Act. The settlement under which the "land"—i.e., the baronetcy—is held, must be taken, of course, to be the patent of creation, while the heirlooms are settled by another instrument, and a question arises whether, for the purposes of section 37, the land and the heirlooms ought not to be comprised in the same settlement. Leaving that question unanswered, however, let us see how the sale is to be worked out. The heirlooms are sold, and the proceeds of sale are declared by the section to be "capital moneys arising under the Act"—that is to say (turning to the definition clause), "capital money receivable for the trusts and purposes of the settlement." But what are the trusts and purposes of a patent creating a baronetcy? It is manifest that we are plunged into absurdity at the very outset, and the farther we get, the more embarrassed we shall become. Let us take one more step. The money is to be paid, invested, or applied in all respects as directed with respect to other capital money arising under the Act; but in this particular case there are no trustees of the settlement and no corporeal hereditaments for the improvement of which the money can be applied. It must, therefore, remain for ever in court unless some judge can be got to appoint trustees of a baronetcy for the purposes of the Act.

Mr. Justice Field announced last week that he had been informed by a member of the Common Council that the subject of procedure as to third parties in the Mayor's Court had been considered, and rules had been drafted and submitted to the Lord Chancellor, with a view of assimilating the practice to that of the Supreme Court.

At a recent meeting of the Huddersfield Incorporated Law Society the following resolution was passed:—"That the Huddersfield Incorporated Law Society begs to express its cordial gratification at the distinguished honour which has so deservedly been conferred upon Mr. G. W. Morrison, our former townsman, and to tender to him its most hearty congratulations upon the appreciation by which her Majesty the Queen has been pleased to mark the distinguished services rendered by him as town clerk of Leeds, and as a member of the legal profession." A similar resolution has been passed by the Huddersfield Law Students' Society.

RECENT DECISIONS.

THE RAILWAY PORTER'S AUTHORITY.

(*Bunch v. Great Western Railway Company*, Q. B. D., 34 W. R. 74.)

This case (which, since the learned judges differed, is, we suppose, tolerably certain to be appealed) is likely to settle a point of considerable importance to railway passengers. One day, last December, Mrs. Bunch arrived at the Paddington Station encumbered with three articles of luggage, one of them being her husband's travelling bag. A porter took them on a trolley to be labelled, and two of the articles were duly labelled for Bath. As they found their way into the luggage van, their subsequent history is immaterial. It is Mr. Bunch's travelling bag which has engaged the attention, first of the county court and then of the High Court. Mrs. Bunch told the porter, apparently after the two other articles were labelled, that she wished this bag to be put into the train, and as the train had not yet come up to the platform, she asked him (as thousands of lady passengers have asked before) whether it would be safe to leave the bag with him. The porter (as thousands of porters, scenting a "tip" in the "dim distance," have replied before) assured Mrs. Bunch that "it would be quite safe." Mrs. Bunch, relying on this assurance, left the bag in charge of the porter, and went back to meet Mr. Bunch, and to get her ticket. Mr. and Mrs. Bunch subsequently returned to the platform where the luggage had been left. They discovered the two labelled articles duly placed in the van, but Mr. Bunch's bag was nowhere to be found. There appears to be no record of the subsequent proceedings of the faithless porter; probably he considered it unwise to apply for the "tip." Mr. Bunch then sued the railway company for the value of his bag, and the question which came on for decision was whether, under the circumstances above narrated, the porter had authority to bind the company by the contract to keep Mr. Bunch's bag in safety. Now it is settled that when a porter receives luggage at the entrance of a station for the purpose of labelling it and putting it into the train, the porter receives the luggage as agent for the railway company: *Lovell v. London, Chatham, and Dover Railway Company* (24 W. R. 394). As Blackburn, J., said in his judgment in that case, "no company could carry on business if the porters were not to take the luggage out of the cabs and omnibuses till the owner had taken his ticket." In that case a lady passenger, arriving at a station, was met by a porter, who told her that he would take her luggage and get it labelled if she would go and get her ticket; part of the luggage was lost, and the Queen's Bench Division held that the porter had received and retained the luggage as agent for the company. In the present case it was contended that, after the fulfilment by the porter of his duties as agent of the company as regards Mr. Bunch's bag, there was a further contract entered into between Mrs. Bunch and himself for safe custody of the bag. Mr. Justice Day adopted this view, and held that the porter carried the bag "on behalf of the company from the cab to the platform," but that he subsequently "took charge of it as a warehouseman on his own account." With deference, we venture to think that this view hardly fits the facts of the case. Mrs. Bunch told the porter that she wished the bag to be put into the train. The bag could not then be put into the train, which was not in the station, and she quitted the bag for the same purpose as the lady in *Lovell's case* left her luggage—viz., to get her ticket. Surely the true view of the facts is that the porter held the bag for the purposes of transit, and not "as a warehouseman." So, at all events, Mr. Justice A. L. Smith held.

CROSS-EXAMINATION AS TO ADULTERY.

(*M. (otherwise D.) v. D.*, Divorce Div., 34 W. R. 48)

This case gave rise to an important question as to the limits of the right of cross-examination as to acts of adultery. It will be remembered that by Lord Brougham's Act (14 & 15 Vict. c. 99), s. 4, actions, suits, and proceedings "instituted in consequence of adultery" were excepted from the provisions of section 2, which rendered parties in civil proceedings competent witnesses; but that this disqualification was removed by the Evidence Further Amendment Act, 1869 (32 & 33 Vict. c. 68), section 3 of which enacted that "the parties to any proceeding instituted in consequence of adultery, and the husbands and wives of such parties, shall be competent to give evidence in such proceedings"; but it was also provided that "no witness in any proceeding, whether a party to the suit or not, shall be liable to be asked or bound to answer any question tending to show that he or she has been guilty of adultery, unless such witness shall have already given evidence in the same proceeding in disproof of his or her alleged adultery." In the case recently reported there were cross-suits, the wife seeking a declaration of nullity of marriage on the ground of impotence, and the husband seeking a dissolution of marriage on the ground of adultery. The wife's suit was heard first, and she was

questioned in cross-examination as to the adultery alleged against her in the cross-suit. Her counsel claimed for her the protection given by section 3 of the Act of 1869, while the counsel for the respondent argued that, since the suit then before the court was not "instituted on the ground of adultery," the wife's competency to give evidence was not dependent on the Act of 1869, so that she was not within the words of the latter part of the 4th section. Reference was made to a note to article 109 of Mr. Justice Stephen's "Digest of the Law of Evidence," where that learned judge suggests that, in the 32 & 33 Vict. c. 68, s. 3, the word "such" was, apparently accidentally, omitted after the word "any." Sir James Hannen adopted this view, and expressed an opinion that the protection was intended only for the benefit of witnesses in suits where adultery is relied upon as a ground for relief, and he accordingly thought it "the safer course" to allow the questions which were objected to.

REVIEWS.

THE ANNUAL PRACTICE.

THE ANNUAL PRACTICE, 1885-6, BEING A COLLECTION OF THE STATUTES, ORDERS, AND RULES RELATING TO THE GENERAL PRACTICE, PROCEDURE, AND JURISDICTION OF THE CHANCERY AND QUEEN'S BENCH DIVISIONS OF THE HIGH COURT OF JUSTICE, AND ON APPEAL THEREFROM TO THE COURT OF APPEAL AND HOUSE OF LORDS. By THOMAS SNOW, HUBERT WINSTANLEY, and JOSEPH WALTON, Barristers-at-Law. William Maxwell & Son; H. Sweet & Sons.

This is a book which is to be seen at the elbows of most of the judges, and it ought also to be on the table of every practitioner in the High Court. We are not very prone to speak in high praise of the law books which come before us (would that there were more occasion to do so); but, having used this work ever since it was first issued, we think we are justified in saying that it is incomparably the best book of the kind which exists; probably, indeed, the best practice digest which was ever issued. It is easy of reference, and complete both in the collection of cases and in the statement of their exact purport. The care and intelligence with which the decisions are, in general, arranged and stated can, indeed, only be appreciated by those who have had to work among them. There has, of course, been little judicial legislation during the past year, but the mass of decisions which have accumulated on points of practice may be seen from a reference to the Digest of the WEEKLY REPORTER. It is certainly a great gain to the profession to have each year's decisions promptly winnowed out and placed in their proper connection with the enactments or rules to which they relate.

CORRESPONDENCE.

THE ROYAL COURTS OF JUSTICE.

[To the Editor of the Solicitors' Journal.]

Sir,—I am surprised that no one has written to indorse the admirable suggestion of "W. R." in your number of the 21st ult., for the improvement of the Royal Courts by having a floor throughout the hall on the Carey-street level, with wide openings from the court corridors to the hall.

This seems such a simple and sensible plan that it ought not to be lost sight of; and I wish that greater publicity could be given to it and the matter brought to the notice of the Board of Works, or whom it may concern.

Pray, Mr. Editor, support it with your powerful influence, unless you can propose something better. L. E. X.

On Wednesday Sir Henry Lopes took his seat in the Court of Appeal as a Lord Justice of Appeal. A large number of the members of the bar were in court when the learned judge took his seat with the Lords Justices Lindley and Fry.

On Wednesday, during the sittings before Mr. Justice Field, who was trying actions without juries, a case was called on in which a firm of solicitors were the plaintiffs, when, as no one appeared in it, the case was struck out. The learned judge, in disposing of it, severely censured solicitors for so frequently neglecting to give notice when a case was settled out of court, thereby causing a list to be made out in which it very often happened that several of the actions in it were settled. Mr. Justice Field concluded by remarking that he understood the cause of the neglect arose from the fact that there was no fee allowed to solicitors for giving notice of the settlement of an action.

CASES OF THE WEEK.

COURT OF APPEAL.

In re GARNES, GARNES v. APPLIN—C. A. No. 2, 25th November.

TRUSTEE—ACCOUNT—INFANT ACTING AS TRUSTEE.

This was an action (by originating summons) brought by a person who claimed to be a *cestui que trust* under marriage articles, of which the defendant A. had acted as trustee, and under the settlement executed in pursuance of the articles, of which settlement the defendant R. was appointed trustee, against A. and R., claiming an account of the trust funds. R., when he was appointed trustee, was under the age of twenty-one, and he had acted before he attained twenty-one. He had attained twenty-one at the time when the action was brought. Bacon, V.C., directed an account to be taken "of the moneys and property come to the hands of the defendants as trustees of the articles and settlement, or to the hands of either of them, or to the hands of any other person or persons, by the order or for the use of the defendants, or either of them, to be limited, as regards the defendant R., to any moneys and property received by him since he attained the age of twenty-one years." The plaintiff appealed from the order, asking that R. might be ordered to account for all moneys and property come to his hands as trustee, &c., "as well before as after he attained the age of twenty-one years." It was urged on behalf of the plaintiff that, though it might not be possible to make the defendant R. liable for any money or property come to his hands during his infancy, he ought to state what he had done with it. The Court of Appeal (Lord Halsbury, C., and Lindley and Fry, L.JJ.), without deciding the question of liability, varied the order by directing an account and inquiry as follows:—(1) An account (in the ordinary form) of all moneys and property come to the hands of A. as trustee; (2) an inquiry "whether all or any and what part or parts of the moneys and property mentioned in the settlement as then representing the property comprised in the articles have or has come to the hands or into the possession or under the disposition or control of the defendant R., and what have been his dealings and transactions in respect of the same, and of what the property, subject to the trusts of the settlement, now consists, and as to the dates of and circumstances attending such receipts, dealings, and transactions, and let the defendant A. be at liberty to attend the inquiries."—COUNSEL, McClymont; C. W. Williams. SOLICITORS, Weall & Barker; W. Rolfe.

HOUGH & CO. v. HEAD.—C. A. No. 1, 30th November.

MARINE INSURANCE—TIME POLICY—ACCIDENT DURING TIME COVERED BY POLICY—LOSS ACCRUING AFTERWARDS.

The plaintiffs were the owners of the steamship *Presnitz*, and in March, 1881, chartered her to Messrs. Laws & Co. for six months, with option to the charterers to continue the charter for a further period of three or six months, at a certain rate of freight. By the charter-party, it was agreed that in the event of loss of time by collision, breakdown of engines, and the vessel becoming incapable of steaming or proceeding for more than forty-eight working hours, payment of hire was to cease until such time as she was again in an efficient state to resume her voyage. The charter commenced on the 21st of March, and the plaintiffs insured themselves with the defendant, amongst others, for £2,000 on chartered freight for six months, from the 15th of April to the 14th of October, 1881, for loss of hire from accidents occurring between the 15th of April and the 15th of October. In June the vessel, while going through the Straits of Magellan, struck something with her bottom, but she did not lose her headway, and proceeded on her voyage. The charterers continued the charter for a further period of three months till the 21st of December. In November she arrived at Liverpool, and it was found that her keel was broken, owing to the accident in June, and on the 30th of November the charterers gave notice that, as the steamer had become incapable of steaming, the hire would cease until the vessel was in a fit state to resume employment. The plaintiffs accordingly sued the defendant under the policy to recover the loss of hire from the 30th of November, contending that, though the loss occurred after the termination of the policy, yet the accident causing it having occurred during the currency of the policy, the defendant was liable. The court (Lord Esher, M.R., and Cotton and Bowen, L.JJ.) held, affirming the decision of the Queen's Bench Division (54 L. J. Q. B. 294), that, as this was an insurance against loss of hire, the loss of hire, as well as the accident, must have occurred within the time covered by the policy. The plaintiffs were paid freight during the whole of that time, and so there was no loss. The defendant, therefore, was entitled to judgment.—COUNSEL, Pollard; J. G. Barnes. SOLICITORS, Lyne & Holman; Parker, Garrett, & Parker.

BUTLER v. BUTLER—C. A. No. 1, 1st December.

HUSBAND AND WIFE—SEPARATE ESTATE—RIGHT OF HUSBAND TO SUE WIFE FOR MONEY PAID FOR HER BEFORE AND AFTER MARRIAGE.

This appeal raised a question as to the right of a husband to sue his wife in contract. The action was by the plaintiff to recover from his wife £1,848 out of her separate estate for money paid on her behalf. The defendant before her marriage carried on business as a provision dealer, and after her marriage, on April 7, 1883, she continued to carry it on, but apart from her husband. Before the marriage the plaintiff had, at the request of the defendant, paid sums of money for her to pay debts he owed in business. After the marriage he paid other sums for her at

her request some cases marriage. after the mar- tions of her and upon h August, 188 she charged also rendered On these action in respect of defendant advances. dismissed the common law wife money implied, the common law husband and breach of co said that the law courts, separate es stated over that, in re between h consequen liable to h her separa most clearl was a court substantial take away of her separ the same ef opinion as considered was of the

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her request in respect of moneys due from her before the marriage. In some cases the request had been before, and in others it was after, the marriage. The remainder of the sum claimed was paid to the defendant after the marriage; part, at her request, to be spent on building speculations of her own, and the rest to certain of her creditors at her request, and upon her promise to repay the money out of her separate estate. In August, 1883, the defendant signed an instrument in writing, whereby she charged part of her separate estate with part of the advances, and she also rendered an account in which she credited her husband with £1,300. On these facts Wills, J., held that the plaintiff could maintain the action in respect of the post-nuptial loans and advances, but not in respect of those made before marriage (see L. R. 14 Q. B. D. 831). The defendant appealed so far as the judgment affected the post-nuptial advances. The court (Lord Esher, M.R., and Cotton and Bowen, L.J.J.) dismissed the appeal. Lord Esher, M.R., said that it was clear that at common law a husband could not maintain an action to recover from his wife money which he had advanced to her upon a contract, express or implied, that she should repay him out of her separate estate. The common law did not recognize the possibility of a contract between a husband and wife upon which he could maintain an action against her for breach of contract. But on looking at the cases in equity, although they said that the equity courts held precisely the same view as the common law courts, yet they made an exception in the case of a wife having separate estate. Although no case was expressly in point, yet it was stated over and over again that it was recognized law in courts of equity that, in respect of her separate property, a wife was to be treated, as between her husband and herself, as a *feme sole*, with all the consequences of being such. If so, it followed that she would be liable to her husband in respect of her promise to him with regard to her separate estate. That such was the recognized law in equity was most clearly stated in the case of *Earl v. Ferrers* (19 Beav. 67). The court was a court of equity as well as of law, and the remedy was, therefore, substantially given. The Married Women's Property Act, 1882, did not take away those rights which the husband had against the wife in respect of her separate estate. The judgment should, therefore, be affirmed on the grounds on which it was given. Cotton, L.J., in giving judgment to the same effect, said it was, in the circumstances, unnecessary to give an opinion as to whether an ordinary loan by a husband to a wife would be considered as made with reference to her separate estate. Bowen, L.J., was of the same opinion.—COUNSEL, *Rose Innes*. SOLICITOR, *C. A. Angier*.

EMMENS v. POTTLE & SON—C. A. No. 1, 27th November.

LIBEL IN NEWSPAPER—NEWSVENDOR—PUBLICATION OF LIBEL BY SALE OF NEWSPAPER.

In this case the question was raised as to the liability of a news vendor for libellous matter contained in a newspaper which he sells. The action was brought against the defendants, who were large newspaper sellers, to recover damages for having published a libel in a newspaper called *Money*, the publication complained of being the sale by the defendants of certain copies of the paper. The defendants, in their defence, denied the publication, and pleaded that they, as news vendors, carrying on a large business, sold copies of *Money* in the ordinary course of their business, and without any knowledge of their contents. At the trial, before Wills, J., the jury found (1) that the defendants did not, nor did either of them, know that the newspapers, at the time they sold them, contained libels on the plaintiff; (2) that it was not by reason of any negligence on the defendants' part that they did not know that there was any libel in the newspapers; and (3) that the defendants did not know that the newspaper was of such a character that it was likely to contain libellous matter, nor ought they to have known so. The judge gave judgment for the defendants, but the jury contingently assessed the damages at one farthing. The plaintiff appealed, and applied for judgment. He appeared in person, and contended that, as the defendants had sold the papers for pecuniary benefit to themselves, they were liable, and cited *Rez v. Walter* (3 Esp. 21), *Watts v. Fraser* (7 C. & P. 369), *Rez v. Carlile* (3 B. & A. 161), and *Day v. Bream* (2 M. & Rob. 54). The court (Lord Esher, M.R., and Cotton and Bowen, L.J.J.), without calling on the defendants' counsel, dismissed the appeal. They said that, *prima facie*, the defendants were liable, as they handed the newspaper containing the libel to a stranger, and this called upon them to show that they had not "published" the libel. Now the defendants were persons who did not publish the paper nor print it, but who merely sold the paper, and so disseminated the libel. Did they, by disseminating it, "publish" it? If they had known the contents, they would then have "published" it; but here they did not know the contents. The court did not decide whether, if the jury had merely found that it was not by reason of any negligence that they did not know of the libel in the paper, that would, in itself, have relieved the defendants. But the jury have gone further, and found that the defendants did not know, nor ought they to have known, that the paper was one likely to contain libellous matter. Therefore, they were innocent disseminators of a thing which they had no reason to suppose would contain a libel. The consequences of holding them liable in such a case would be enormous, as every carrier who conveyed a paper containing a libel would be liable.—COUNSEL, *Julian Robins*. SOLICITOR, *G. Robins*.

HIGH COURT OF JUSTICE.

HARRISON v. McSHIEHAN—Pearson, J., 26th November.

PRACTICE—DAMAGES—DIFFERENCE BETWEEN SOLICITOR AND CLIENT COSTS AND PARTY AND PARTY COSTS.

This action was brought to restrain the defendant from interfering with

the plaintiff's party wall. The plaintiff moved for an injunction, and an order was then made by consent that all further proceedings in the action should be stayed (except for the purpose of this order) upon the terms of an agreement which had been entered into between the plaintiff and the defendant, and that an inquiry should be made what damages had been sustained by the plaintiff in consequence of certain specified acts of the defendant. And it was ordered that the defendant should pay to the plaintiff the certified amount of such damages within twenty-one days after the chief clerk's certificate, and that the defendant should also pay to the plaintiff his costs of the action, including his costs of the inquiry. The chief clerk certified that the damages which had been sustained by the plaintiff in consequence of the specified acts of the defendant were £12, and the difference between party and party costs and solicitor and client costs throughout the action, to be taxed. The defendant made no application to vary the certificate, which thus became binding. The plaintiff then carried in his costs for taxation as between solicitor and client, considering that, by the joint operation of the order and the certificate, he was entitled to have them taxed on that footing. The defendant contended that the chief clerk had exceeded his authority in giving the difference of costs as damages; and the taxing master adjourned the taxation, in order that an application might be made to the court. The plaintiff then took out a summons, asking for a reference to the taxing master "to ascertain and certify the difference between the plaintiff's costs of, and incident to, the action as between solicitor and client, and the same costs as between party and party." Pearson, J., dismissed the summons. He said that it was entirely contrary to the practice of the court to give as damages the difference between solicitor and client costs and party and party costs, and it would be unjust to do so. And, though the certificate had become binding, he refused to take any steps to enforce it. But, as both parties had been equally wrong in allowing the certificate to be taken in that form, he should dismiss the summons without costs.—COUNSEL, *Russell Roberts*; *Percy Gye*. SOLICITORS, *Brook, Chapman, & Co.*; *Charles Rogers, Sons, & Russell*.

DRUITT v. SEAWARD.—Pearson, J., 28th November.

SETTLEMENT—CONSTRUCTION—ULTIMATE LIMITATION TO STATUTORY NEXT OF KIN OF WIFE—TIME AT WHICH NEXT OF KIN ARE TO BE ASCERTAINED.

A testator directed that the shares of the residue of his estate which he gave to his daughters, should be held by his trustees upon trust to pay the income thereof respectively to such daughters during their lives, and after their deceases to their respective husbands during their lives; and after the decease of each daughter and her husband, then, as to her share, in trust, for her children; and in case such daughter should not leave any child or children who should be living at the decease of the survivor of herself and her husband, then the share of such daughter should be "in trust for such person or persons who, under or by virtue of the statutes made for the distribution of the estates of intestates, would on her decease have been entitled thereto in case she, having survived her husband [and] had then died possessed thereof, and intestate." [The word "and" which we have placed in brackets was actually in the clause, but it was admitted that the clause must be read as if that word were not there.] One of the testator's daughters died in 1871 without having had any issue. Her husband survived her, and died in 1881. The question was whether the next of kin of the daughter, who were to take her share, were to be ascertained at her own death, or at the death of her husband. In the former case, the persons to take would have been her mother, her brother, and her two sisters; in the latter case, the persons to take would have been the brother and the two sisters, the mother having died after the daughter, but before the husband. Reliance was placed on the word *then* as showing that the next of kin were to be ascertained at the death of the husband; and the decisions of Lord Romilly, M.R., in *Chalmers v. North* (28 Beav. 175) and *Pinder v. Pinder* (28 Beav. 44) were cited in support of this construction. Pearson, J., held that the next of kin were to be ascertained at the time of the wife's own death. He said that the words of the limitation in *Chalmers v. North* were different, but he could not agree with the reasoning of Lord Romilly in that case. The real object of such a limitation was to exclude the husband. He thought that the word "then" referred to the time when the wife did actually die, and that the clause must be read "in case she, at the moment when she did die, had survived her husband, and had died intestate."—COUNSEL, *Vernon R. Smith*; *Rosden*; *Speed, Q.C.*; *Orsland*; *Bramwell Davis*; *J. Mercer*; *M. J. Drutt*. SOLICITORS, *Lowell, Son, & Pitfield*; *Taylor, Hare, & Co.*; *Clarke, Rawlins, & Co.*; *Curthwaite*.

IN re THE UNDERBANK MILLS COTTON SPINNING AND MANUFACTURING COMPANY—Pearson, J., 26th November.

LIMITED COMPANY—REGISTRATION OF MORTGAGES—MORTGAGE TO DIRECTORS JOINTLY WITH ANOTHER PERSON—COMPANIES ACT, 1862, s. 43.

The question in this case was whether directors of a company, to whom (jointly with another person) the company had executed a mortgage of their property, could, after the winding up of the company, enforce the mortgage, it not having been, at the time of its execution, registered as required by section 43 of the Companies Act, 1862. The company was a company limited by shares registered under the Act of 1862. On the 4th of June, 1874, the company executed a mortgage of their mills and other property to A., B., and C., who were partners in trade, to secure £13,500. The deed provided for the continuance of the loan for a term of seven years from its date. At the date of the deed A. and B. were directors of the company; C. was never a director. The mortgage was not registered by the company. In April, 1876, C. assigned his interest

in the mortgage to A. and B., and they afterwards sub-mortgaged their security to H. to secure £6,000. In 1881, the term of seven years for which the loan was granted expired, and the mortgagees agreed with the company to extend the term for another seven years. At this time it was pointed out to the board of directors by one of their number that the mortgage ought to have been registered. The company had not kept any book called a register of mortgages, and, in fact, the above mortgage was the only one which they had ever executed. In consequence of what was then said to the board, the secretary of the company, on the following day, made some entries on a blank page of a book which was kept for registering transfers of shares in the company, the entries purporting to give the particulars required by section 43 of two mortgages executed by the company. The page was headed, "Register of Transfers," but the secretary cancelled the word "Transfers" and substituted the word "Mortgages." On the outside of the book was stamped the words, "Register of Transfers," and the name of the company. The entries which the secretary made represented that there were two mortgages, each dated the 6th of June, 1875, to A., B., and C., respectively upon different parts of the company's property, to secure respectively £12,000 and £1,500, the different parts of the property making up together the whole property which was, in fact, comprised in the mortgage of the 6th of June, 1874. At the time when the loan was renewed and the entries were made, A. and B. were still directors of the company. The secretary deposed that, when he made the entries, he had not a copy of the mortgage to refer to, and that he made them from memory, and that he was under the impression that there were two mortgages for £12,000 and £1,500, instead of one for £13,500. The error in the date, of "1875" instead of 1874, he said was a mere clerical error. He said, also, that no inquiry had ever been made, either by a shareholder or a creditor, for the register of mortgages. The company was in voluntary liquidation under the supervision of the court, and the liquidator contended, on the authority of *Ex parte Valpy and Chaplin* (L. R. 7 Ch. 289) and other cases, that A. and B., being directors of the company, could not enforce the mortgage, by reason of its not having been registered in compliance with the Act. It was contended that the entries which had been made did not constitute a sufficient registration, and that, if they did, they were made too late. It was admitted that there was no objection to the mortgage so far as the sub-mortgagee was concerned. PEARSON, J., held that A. and B. were entitled to enforce the mortgage. He said that the secretary made the entries in question, intending to comply with the provisions of section 43, and he made them the day after the agreement to extend the term of the loan. The liquidator said that this was not a proper registration, because there was nothing outside the book to show that it was a register of mortgages; but, on the contrary, it appeared to be a register of transfers. His lordship thought this did not prevent its being also a register of mortgages. There was no evidence of any evasion or attempt to defraud. It would be going, not only beyond the Act, but beyond that which the most ordinary common sense would suggest, to say that the registration was not valid, unless it was made in a separate volume, and that it would not do to make it in a separate part of the volume which contained the register of transfers. The Act did not say that the register of mortgages must be kept in a separate book. His lordship did not see how any one who came to inquire for the register of mortgages would be deceived because the book bore no title at all, or bore a wrong title. If any one wanted to see the register of mortgages, he would ask for it, and any one who had asked for it would have been shown this book. If there was any evidence that a creditor had asked for the register of mortgages, and had been told that there was none, the case would have been entirely different. Looking at it as strictly as possible, his lordship thought that there had been a compliance with the Act. And he thought that the entries were in substance correct. He thought that, when the truth was in substance stated, and the secretary said that the errors arose from a defect in his memory, it would be going too far to hold the registration void. If there was a question of priority between mortgages, these errors might possibly be of importance, but there was, in fact, only one mortgage. Then it was said that, as the registration was not made till 1881, any debts contracted by the company before that date ought to have priority over the mortgage. It was admitted that, if this had been a new mortgage to a stranger in 1881, it would have been entitled to priority, and, under the circumstances, his lordship thought that the mortgage was as much entitled to priority as if it had been made the day before the entries were made in the book. The agreement to extend the term of the loan made it in substance a new mortgage. Another ground for upholding the mortgage was this, that, at the time when it was executed, C., one of the mortgagees, was not a director or an officer of the company. In *Smith's case* (L. R. 11 Ch. D. 579) the Court of Appeal held that the rule laid down in *Ex parte Valpy and Chaplin* did not apply to a mortgage made by a company to partners, some, but not all of whom were directors of the company. C. was guilty of no omission of duty in not registering the mortgage. A. and B. were guilty of an omission of duty only in their character of officers of the company, and the objection to the mortgage could only be taken as against them. His lordship did not wish to extend the doctrine of such cases as *Ex parte Valpy and Chaplin* to any circumstances not covered by those decisions.—COUNSEL, Higgins, Q.C., and Hadley; F. B. Palmer; Mordaunt; L. Ryland. SOLICITORS, Carter & Church; Radford & Frankland; T. Russel Kent; Clarke, Woodcock, & Ryland.

Re GLANVILLE, ELLIS v. JOHNSON.—Bacon, V.C., 27th November.

MARRIED WOMAN—SEPARATE ESTATE—RESTRAINT ON ANTICIPATION—COSTS.

In this case the facts were as follows:—A testator, who died in 1875,

by his will gave and devised his real and personal estate to two trustees on trust to convert and invest, and to stand possessed of the trust funds on trust to pay the annual income of one moiety thereof to a married woman for life, free from the control of her husband, and without power of alienation; her receipts alone to be sufficient discharges. The trustees were also appointed executors and proved the will. In April, 1882, the married woman, by a next friend, brought an action for administration against the executors. By an order made on further consideration in this action the defendants were declared to be entitled to be paid their costs as between solicitor and client out of the estate, and the plaintiff, the next friend, was ordered to pay the costs of the suit as between party and party. The costs of the defendants, as between party and party, were taxed at £170 10s. 10d. The next friend having been proved to be unable to pay them, the defendants took out a summons that they might be at liberty, from time to time, to retain the income of the said moiety of the trust funds as it became due and payable to the married woman, until this sum of £170 10s. 10d. for costs was satisfied. The question now arose as to whether the court had jurisdiction to make the order sought for, having regard to the fact that the married woman was restrained from anticipation, and on this point *Re Andrews, Edwards v. Devar* (34 W. R. 62, L. R. 30 Ch. D. 159) (Pearson, J.), was referred to. BACON, V.C., said that he fully concurred in considering that the view taken by Pearson, J., in *Re Andrews*, was perfectly right. But whether it was so or not, he at all events would make the order sought for in the present case. The effect of the order would be, not to enable the married woman to anticipate the income, but to prevent her receiving it when it became due, which was anything but anticipation.—COUNSEL, Chadwyck Healey; Russell Roberts. SOLICITORS, Geo. F. Robinson; R. Chapman.

BRITISH LAND AND MORTGAGE COMPANY OF AMERICA—
Bacon, V.C., 28th November.

COMPANY—PETITION FOR REDUCTION OF CAPITAL—ADVERTISEMENT.

This was a petition under the Companies Act, 1877 (40 & 41 Vict. c. 28), s. 4, to confirm a resolution for the reduction of the capital of the company. It was proposed to make the reduction out of paid-up capital, and therefore it was not necessary to serve creditors of the company. A question, however, arose as to the necessity, under the circumstances of the case, of a previous advertisement of the petition for reduction. In similar cases judges had on this point taken different views, Chitty, J., having decided in the case of *The Consolidated Telephone Company* (29 SOLICITORS' JOURNAL, 305) that the petition should be advertised; while Pearson, J., in *The London and County Land Building Company* (*Ibid.*, 591), held that a previous advertisement of the petition was unnecessary, though an advertisement of the minutes should be made. BACON, V.C., now held that, in the present case, a preliminary advertisement of the petition was not necessary.—COUNSEL, Prior. SOLICITORS, Norton, Rose, & Norton.

SMITH v. GILL—Kay, J., 26th November.

PRACTICE — JURISDICTION — ORIGINATING SUMMONS — NEW TRUSTEES —
TRUSTEE ACTS—18 & 19 VICT. c. 134, s. 16—JUDICATURE ACT, 1884—
47 & 48 VICT. c. 61, s. 13—R. S. C., 1883, ORD. 55, r. 2 (8).

In this case an important question arose as to whether the court had jurisdiction under 47 & 48 Vict. c. 61, s. 13, to appoint new trustees under the Trustee Acts, and to make a vesting order upon an originating summons. Under the will of Edward Gill, who died in July, 1874, an originating summons was taken out in chambers by a retiring trustee for the advice of the court in respect of a proposed transfer by him of the trust property to certain new trustees. This summons was afterwards amended by entitling it in the matter of the Trustee Acts, and, as amended, it asked for the appointment of new trustees and for a vesting order. When the summons came before Kay, J., in chambers, his lordship was willing to make the order asked for, subject to his being satisfied that he had jurisdiction to do so, as to which he expressed grave doubts, and desired that the matter should be mentioned to him in court. On the case being mentioned, Kay, J., said that he desired to express his opinion very clearly about the matter, because the point was one which often occurred in chambers, and it was desirable that it should be considered by the Court of Appeal, in case the view which he had taken might be questioned hereafter. The Trustee Act, 1850, prescribed two modes of proceeding, one by petition if the application was not made in an action, and the other by motion or summons if it was in an action. Instead of a petition in this case, an originating summons was taken out in chambers, which, as afterwards amended, asked for the appointment of new trustees. His lordship was of opinion that, comparing section 16 of 18 & 19 Vict. c. 134, with section 13 of 47 & 48 Vict. c. 61, the object of the later enactment was merely to give the same power of making general orders, which would allow proceedings by summons in chambers instead of by petition, to the Lord Chancellor with the assistance of the judges, in respect of Acts of Parliament passed after the Act of 18 & 19 Vict. c. 134, as that Act gave to them in respect of Acts passed before; but still there must be a general order, and before the practice under the Trustee Act could be extended to an originating summons, so that the matter might be originated by summons in chambers, there must be such general order. No such order had been made, and, therefore, the court had no jurisdiction on an originating summons to make an order appointing trustees. The only exception was under the Rules of Court, 1883, ord. 55, r. 2 (8), in cases where a judgment or order had been given or made for the sale, conveyance, or transfer of any stock, or of any hereditaments, corporeal

or incorporeal, in which cases the practice was to make the order in chambers without any petition to the court.—COUNSEL, *D. G. Begg*; *Bardwell*. SOLICITORS, *J. E. Fox & Co.*; *Pritchard, Englefield, & Co.*

FENCHURCH v. WILLIAMS—Q. B. D., 30th November.

POOR RATE—LIABILITY OF POSTMASTER-GENERAL—TELEGRAPH ACT, 1868.

In this case the question arose whether the Postmaster-General was liable to be rated to the relief of the poor at a greater amount than that at which certain premises in his occupation had been assessed at the time of their purchase by the Post Office, under the provisions of 31 & 32 Vict. c. 110. It appeared, from a special case stated by the Lord Mayor and Aldermen of the City of London, that the Postmaster-General had acquired the lease of the premises in question in 1870, at which time they were assessed for the purposes of the poor rate at £334. A telegraph company, from whom the lease was purchased, had covenanted with the lessor to pay all the poor rates during the term of the lease. The premises were eventually underleased by the Postmaster-General to two separate tenants. One of the underleases contained a covenant by the lessor to pay the rates. The two parts of the premises were each assessed in 1880, on the revaluation of the metropolis, at the sum of £280. At that time the Post Office was still in occupation of one part. It was contended on the part of the overseers that, as the Postmaster-General had now leased the premises for other than telegraph purposes, he was liable to pay rates on the higher assessment. The court (MATHEW and SMITH, JJ.) said that the Telegraph Acts, 1868 and 1869, were passed for the double purpose of protecting the parish and the general public. The effect of that compromise was that the rateable value of the premises occupied by the Postmaster-General remained at the amount at which they were assessed at the time of the purchase by the Post Office. Where the premises were leased by the Postmaster-General because they were not wanted for the purposes of carrying on his business, it was reasonable that the rate should not be suffered to rise in consequence of any enhanced value of the premises, for thereby, in a case like the present, when there was a covenant by the lessor to pay the rates, the profit rental accruing to the Post Office would be diminished. SMITH, J., concurred, pointing out that this was a case of lease and not a sale of the premises.—COUNSEL, *Sir J. E. Gorst, S.G.*; *Cassidy*; *A. C. Nicoll*. SOLICITORS, *Rawlins*; *Solicitor to the Post Office*.

REG. v. WHEATLEY—Q. B. D., 30th November.

PUBLIC HEALTH ACT, 1875—NUISANCE—DUTY OF JUSTICES TO STATE WHAT WORKS REQUIRED TO BE DONE.

In this case, justices had made an order for the removal of a nuisance, but without stating in the order what works were required to be done. The summons which was served on the defendant set out that there was a drain in such a state as to be injurious to health on the premises in question, and that such nuisance was caused by the act or default of the defendant. The order made on this summons was to abate the said nuisance within a month from the service thereof, and to execute such works and to do such things as might be necessary for that purpose, so that the same should be no longer a nuisance or injurious to health. It was contended, on a rule for a *certiorari*, that the justices ought to point out what works were to be done by the defendant. The court (MATHEW and SMITH, JJ.) held, on the construction of the Public Health Act, ss. 92, 94, and of the forms given in the schedule, that the intention of the Legislature was that the justices should point out in their order what works were necessary to be done; that they had a duty to perform before they could impose a penalty, and that the order before the court was bad for not specifying what things were to be done, and what works executed by the defendant, in remedying the existing nuisance.—COUNSEL, *F. Marshall*; *A. Charles, Q.C.*; *Ashton Cross*. SOLICITORS, *Bell, Broderick, & Gray*, for *Curry, Cleckheaton*; *Chester, Mayhew, Broome, & Griffiths*.

YELLAND v. WINTER—Q. B. D., 27th November.

REVENUE—DUTY ON MALE SERVANTS—GROOM.

In this case the question arose whether a man who is employed on a farm, but gives a portion of his time to attend to his employer's pony and cart, is only occasionally or partially employed as a groom, so as to come within the exception provided by 39 Vict. c. 16, s. 5, to the tax imposed by 32 & 33 Vict. c. 14, s. 19, on persons employing male servants. It appeared from a case stated by justices that the duties of the servant in question were to feed his employer's pony, to attend to the bullocks in the yard, and to work on the farm. He washed the trap when necessary, cleaned the harness, and took the trap to and from the railway station when he was required to do so. His employer sometimes harnessed and groomed the pony himself. The court held that where a man is substantially employed in some other capacity than that of a groom, though it is also his duty to attend to a horse and trap, he comes within the exception provided by the later statute; and that in this case the substantial occupation was undoubtedly that of farm labourer, and his employment as groom only occasional and partial.—COUNSEL, *R. S. Wright*; *A. P. Stone*. SOLICITOR, *Solicitor to Inland Revenue*.

CASES AFFECTING SOLICITORS.

In re MAUGHAM (A Solicitor)—C. A. No. 1, 27th November.

TAXATION OF COSTS OF ENGLISH SOLICITOR PRACTISING ABROAD.

This was an application to tax a bill of costs. Messrs. Johnson, Budd,

& Johnson, solicitors, of London, were conducting an action in this country for a French client, M. Clarparède, who was suing the Commercial Union Insurance Company upon a marine policy on lighters in tow of a steamer from Havre to Senegal. Unseaworthiness was pleaded, and it was necessary to get evidence at Havre. Messrs. Johnson employed Mr. Maugham, who was an English solicitor practising in Paris, to do the work in France. Mr. Maugham was also present at the trial, but was not called as a witness. Maugham sent in his bill of costs to Messrs. Johnson, and, as their bill was to be taxed, they applied to have Maugham's bill taxed. Maugham had, in the meantime, died, but his executors opposed the application. The bill was in the form of an ordinary English bill of costs. It appeared that Maugham had carried on business in Paris for thirty-five years; that he always took out a certificate in England, but never practised here; and that Messrs. Johnson always employed him when they had business in France. The master, the judge, and the Divisional Court (Lord Coleridge, C.J., and Mathew, J.) ordered the bill to be taxed (29 SOLICITORS' JOURNAL, 576). The executors appealed. Counsel for the executors contended that the contract entered into between Messrs. Johnson and Maugham was a foreign contract, and that, consequently, the Solicitors Act (6 & 7 Vict. c. 73), s. 37, did not apply, the work not having been done in England, and that Maugham did not intend to bring himself within the statute.

LORD ESHER, M.R., said:—This is a pure question of fact, and we are asked to draw a different inference of fact from that drawn by the master, the judge in chambers, and the Divisional Court. The question is, was this work done by an English solicitor as an English solicitor, upon the implied condition that he was to do it on the usual terms—that is, that his bill of costs might be taxed. Maugham was an English solicitor practising in Paris who took out a certificate here, and he was employed by Johnson & Co. to do some work in France in connection with an action in this country. Johnson & Co. might have sent a clerk to do this work, but instead of that they employed Maugham. The relation between them was obviously the same as exists between a country solicitor and his London agent, Maugham being the agent of Johnson & Co. in Paris. He made out his bill in English money, and according to the recognised English scale. Putting all these facts together, it is clear that Maugham was acting as an English solicitor in an English lawsuit, and as the agent of an English solicitor; and the bill, therefore, was liable to taxation under the statute.

COTTON and BOWEN, L.J.J., concurred.

COUNSEL, *W. O. Danckwerts* and *W. H. Payne*; *Bigham, Q.C.* SOLICITORS, *Johnson, Budd, & Johnson*; *Dixon, Ward, & Co.*

In re FREWEN, FREWEN v. JAMES—Pearson, J., 23rd November.

R. S. C., 1883, ORD. 65, R. 27 (26)—SOLICITOR—COSTS—TAXATION—MODERATION OF BILL OF COSTS PAID BY TRUSTEE.

This was an application for the taxation or moderation of some bills of costs which had been paid by a trustee, who was a solicitor, to the firm of solicitors of which he was a member. Rule 27 (26) of order 65 provides that "where an account consists in part of any bill of costs, the court or judge may direct the taxing officer to assist in settling such costs, not being the ordinary costs of passing the account of a receiver, and the taxing officer, on receiving such direction, shall proceed to tax such costs, and shall have the same powers, and the same fees shall be payable in respect thereof, as if the same had been referred to the taxing officer by an order; and he shall return the same, with his opinion thereon, to the court or judge by whose direction the same were taxed." The action was brought in December, 1884, by an infant (by his next friend) against the sole surviving trustee of the will, claiming (*inter alia*) that new trustees might be appointed of the testator's estate, and that the defendant might be removed; that proper accounts might be taken of moneys received and paid by the trustee of the estate so far as possible; and that the trustee might be ordered to pay all moneys which might be found due from him. The defendant had been and was a partner in the firms of solicitors which had successively acted as solicitors to the trustees, and was a partner in the firm as it was constituted at the time of the issue of the writ. In March, 1885, terms of compromise were entered into by the solicitors of the parties, which provided (*inter alia*) that the plaintiff, by his next friend, should apply in chambers for an order that all proceedings in the action should be stayed; and that the defendant should deliver copies of all bills of costs charged by him, or by the firms of which he was from time to time a member, against the testator's estate, or against the tenant for life, and which had been paid out of the capital or income of that estate, such delivery, however, not to prejudice any objections which the defendant could otherwise make to the taxation of such bills, or any of them. The defendant's present firm to deliver all unpaid bills of costs of their late firm against the same estate or against the tenant for life, the sums (if any) disallowed on taxation of the paid bills to be set off against the amount of such unpaid bills as taxed or agreed. On the 1st of April, 1885, an order was made staying all further proceedings in the action against the defendant, and striking his name out as defendant. In pursuance of the agreement the defendant's firm delivered to the new trustees of the will copies of the bills of costs, which had been previously delivered by that firm and their predecessors in business to the trustees of the will, and had been paid. They had all been paid more than twelve months. In June, 1885, an originating summons, entitled in the action and in the matter of the several firms of solicitors of which the defendant had been and was a member, was taken out by the tenant for life and the new trustees of the will (who had been respectively added as defendants to the action), asking a reference to the taxing master to tax or moderate the bills of costs against the several firms of solicitors, or, in the alternative, against the original defendant, as a member of those firms and as late trustee of the will, and

in the mortgage to A. and B., and they afterwards sub-mortgaged their security to H. to secure £6,000. In 1881, the term of seven years for which the loan was granted expired, and the mortgagees agreed with the company to extend the term for another seven years. At this time it was pointed out to the board of directors by one of their number that the mortgage ought to have been registered. The company had not kept any book called a register of mortgages, and, in fact, the above mortgage was the only one which they had ever executed. In consequence of what was then said to the board, the secretary of the company, on the following day, made some entries on a blank page of a book which was kept for registering transfers of shares in the company, the entries purporting to give the particulars required by section 43 of two mortgages executed by the company. The page was headed, "Register of Transfers," but the secretary cancelled the word "Transfers" and substituted the word "Mortgages." On the outside of the book was stamped the words, "Register of Transfers," and the name of the company. The entries which the secretary made represented that there were two mortgages, each dated the 6th of June, 1875, to A., B., and C., respectively upon different parts of the company's property, to secure respectively £12,000 and £1,500, the different parts of the property making up together the whole property which was, in fact, comprised in the mortgage of the 6th of June, 1874. At the time when the loan was renewed and the entries were made, A. and B. were still directors of the company. The secretary deposed that, when he made the entries, he had not a copy of the mortgage to refer to, and that he made them from memory, and that he was under the impression that there were two mortgages for £12,000 and £1,500, instead of one for £13,500. The error in the date, of "1875" instead of 1874, he said was a mere clerical error. He said, also, that no inquiry had ever been made, either by a shareholder or a creditor, for the register of mortgages. The company was in voluntary liquidation under the supervision of the court, and the liquidator contended, on the authority of *Ex parte Valpy and Chaplin* (L. R. 7 Ch. 289) and other cases, that A. and B., being directors of the company, could not enforce the mortgage, by reason of its not having been registered in compliance with the Act. It was contended that the entries which had been made did not constitute a sufficient registration, and that, if they did, they were made too late. It was admitted that there was no objection to the mortgage so far as the sub-mortgagee was concerned. PEARSON, J., held that A. and B. were entitled to enforce the mortgage. He said that the secretary made the entries in question, intending to comply with the provisions of section 43, and he made them the day after the agreement to extend the term of the loan. The liquidator said that this was not a proper registration, because there was nothing outside the book to show that it was a register of mortgages; but, on the contrary, it appeared to be a register of transfers. His lordship thought this did not prevent its being also a register of mortgages. There was no evidence of any evasion or attempt to defraud. It would be going, not only beyond the Act, but beyond that which the most ordinary common sense would suggest, to say that the registration was not valid, unless it was made in a separate volume, and that it would not do to make it in a separate part of the volume which contained the register of transfers. The Act did not say that the register of mortgages must be kept in a separate book. His lordship did not see how any one who came to inquire for the register of mortgages would be deceived because the book bore no title at all, or bore a wrong title. If any one wanted to see the register of mortgages, he would ask for it, and any one who had asked for it would have been shown this book. If there was any evidence that a creditor had asked for the register of mortgages, and had been told that there was none, the case would have been entirely different. Looking at it as strictly as possible, his lordship thought that there had been a compliance with the Act. And he thought that the entries were in substance correct. He thought that, when the truth was in substance stated, and the secretary said that the errors arose from a defect in his memory, it would be going too far to hold the registration void. If there was a question of priority between mortgages, these errors might possibly be of importance, but there was, in fact, only one mortgage. Then it was said that, as the registration was not made till 1881, any debts contracted by the company before that date ought to have priority over the mortgage. It was admitted that, if this had been a new mortgage to a stranger in 1881, it would have been entitled to priority, and, under the circumstances, his lordship thought that the mortgage was as much entitled to priority as if it had been made the day before the entries were made in the book. The agreement to extend the term of the loan made it in substance a new mortgage. Another ground for upholding the mortgage was this, that, at the time when it was executed, C., one of the mortgagees, was not a director or an officer of the company. In *Smith's case* (L. R. 11 Ch. D. 579) the Court of Appeal held that the rule laid down in *Ex parte Valpy and Chaplin* did not apply to a mortgage made by a company to partners, some, but not all of whom were directors of the company. C. was guilty of no omission of duty only in their character of officers of the company, and the objection to the mortgage could only be taken as against them. His lordship did not wish to extend the doctrine of such cases as *Ex parte Valpy and Chaplin* to any circumstances not covered by those decisions.—COUNSEL, *Higgins, Q.C., and Hadley; F. B. Palmer; Morehead; L. Ryland. SOLICITORS, Carter & Church; Radford & Frankland; T. Russel Kent; Clarke, Woodcock, & Ryland.*

Re GLANVILLE, ELLIS v. JOHNSON.—Bacon, V.C., 27th November.

MARRIED WOMAN—SEPARATE ESTATE—RESTRAINT ON ANTICIPATION—Costs.

In this case the facts were as follows:—A testator, who died in 1875,

by his will gave and devised his real and personal estate to two trustees on trust to convert and invest, and to stand possessed of the trust funds on trust to pay the annual income of one moiety thereof to a married woman for life, free from the control of her husband, and without power of alienation; her receipts alone to be sufficient discharges. The trustees were also appointed executors and proved the will. In April, 1882, the married woman, by a next friend, brought an action for administration against the executors. By an order made on further consideration in this action the defendants were declared to be entitled to be paid their costs as between solicitor and client out of the estate, and the plaintiff, the next friend, was ordered to pay the costs of the suit as between party and party. The costs of the defendants, as between party and party, were taxed at £170 10s. 10d. The next friend having been proved to be unable to pay them, the defendants took out a summons that they might be at liberty, from time to time, to retain the income of the said moiety of the trust funds as it became due and payable to the married woman, until this sum of £170 10s. 10d. for costs was satisfied. The question now arose as to whether the court had jurisdiction to make the order sought for, having regard to the fact that the married woman was restrained from anticipation, and on this point *Re Andrews, Edwards v. Dewar* (34 W. R. 62, L. R. 30 Ch. D. 159) (Pearson, J.), was referred to. BACON, V.C., said that he fully concurred in considering that the view taken by Pearson, J., in *Re Andrews*, was perfectly right. But whether it was so or not, he at all events would make the order sought for in the present case. The effect of the order would be, not to enable the married woman to anticipate the income, but to prevent her receiving it when it became due, which was anything but anticipation.—COUNSEL, *Chadwyck Healey; Russell Roberts. SOLICITORS, Geo. F. Robinson; R. Chapman.*

BRITISH LAND AND MORTGAGE COMPANY OF AMERICA—Bacon, V.C., 28th November.

COMPANY—PETITION FOR REDUCTION OF CAPITAL—ADVERTISEMENT.

This was a petition under the Companies Act, 1877 (40 & 41 Vict. c. 26), s. 4, to confirm a resolution for the reduction of the capital of the company. It was proposed to make the reduction out of paid-up capital, and therefore it was not necessary to serve creditors of the company. A question, however, arose as to the necessity, under the circumstances of the case, of a previous advertisement of the petition for reduction. In similar cases judges had on this point taken different views, Chitty, J., having decided in the case of *The Consolidated Telephone Company* (29 SOLICITORS' JOURNAL, 305) that the petition should be advertised; while Pearson, J., in *The London and County Land Building Company* (*Ibid.*, 591), held that a previous advertisement of the petition was unnecessary, though an advertisement of the minutes should be made. BACON, V.C., now held that, in the present case, a preliminary advertisement of the petition was not necessary.—COUNSEL, *Prior. SOLICITORS, Norton, Rose, & Norton.*

SMITH v. GILL—Kay, J., 26th November.

PRACTICE—JURISDICTION—ORIGINATING SUMMONS—NEW TRUSTEES—TRUSTEE ACTS—18 & 19 VICT. c. 134, s. 16—JUDICATURE ACT, 1884—47 & 48 VICT. c. 61, s. 13—R. S. C., 1883, ORD. 55, r. 2 (8).

In this case an important question arose as to whether the court had jurisdiction under 47 & 48 Vict. c. 61, s. 13, to appoint new trustees under the Trustee Acts, and to make a vesting order upon an originating summons. Under the will of Edward Gill, who died in July, 1874, an originating summons was taken out in chambers by a retiring trustee for the advice of the court in respect of a proposed transfer by him of the trust property to certain new trustees. This summons was afterwards amended by entitling it in the matter of the Trustee Acts, and, as amended, it asked for the appointment of new trustees and for a vesting order. When the summons came before Kay, J., in chambers, his lordship was willing to make the order asked for, subject to his being satisfied that he had jurisdiction to do so, as to which he expressed grave doubts, and desired that the matter should be mentioned to him in court. On the case being mentioned, Kay, J., said that he desired to express his opinion very clearly about the matter, because the point was one which often occurred in chambers, and it was desirable that it should be considered by the Court of Appeal, in case the view which he had taken might be questioned hereafter. The Trustee Act, 1850, prescribed two modes of proceeding, one by petition if the application was not made in an action, and the other by motion or summons if it was in an action. Instead of a petition in this case, an originating summons was taken out in chambers, which, as afterwards amended, asked for the appointment of new trustees. His lordship was of opinion that, comparing section 16 of 18 & 19 Vict. c. 134, with section 13 of 47 & 48 Vict. c. 61, the object of the later enactment was merely to give the same power of making general orders, which would allow proceedings by summons in chambers instead of by petition, to the Lord Chancellor with the assistance of the judges, in respect of Acts of Parliament passed after the Act of 18 & 19 Vict. c. 134, as that Act gave to them in respect of Acts passed before; but still there must be a general order, and before the practice under the Trustee Act could be extended to an originating summons, so that the matter might be originated by summons in chambers, there must be such general order. No such order had been made, and, therefore, the court had no jurisdiction on an originating summons to make an order appointing trustees. The only exception was under the Rules of Court, 1883, ord. 55, r. 2 (8), in cases where a judgment or order had been given or made for the sale, conveyance, or transfer of any stock, or of any hereditaments, corporeal

or incorporeal, in which cases the practice was to make the order in chambers without any petition to the court.—COUNSEL, *D. G. Begg; Bardswell. SOLICITORS, J. E. Fox & Co.; Pritchard, Englefield, & Co.*

FENCHURCH v. WILLIAMS—Q. B. D., 30th November.

POOR RATE—LIABILITY OF POSTMASTER-GENERAL—TELEGRAPH ACT, 1868.

In this case the question arose whether the Postmaster-General was liable to be rated to the relief of the poor at a greater amount than that at which certain premises in his occupation had been assessed at the time of their purchase by the Post Office, under the provisions of 31 & 32 Vict. c. 110. It appeared, from a special case stated by the Lord Mayor and Aldermen of the City of London, that the Postmaster-General had acquired the lease of the premises in question in 1870, at which time they were assessed for the purposes of the poor rate at £334. A telegraph company, from whom the lease was purchased, had covenanted with the lessor to pay all the poor rates during the term of the lease. The premises were eventually underleased by the Postmaster-General to two separate tenants. One of the underleases contained a covenant by the lessor to pay the rates. The two parts of the premises were each assessed in 1880, on the revaluation of the metropolis, at the sum of £280. At that time the Post Office was still in occupation of one part. It was contended on the part of the overseers that, as the Postmaster-General had now leased the premises for other than telegraph purposes, he was liable to pay rates on the higher assessment. The court (MATHEW and SMITH, JJ.) said that the Telegraph Acts, 1868 and 1869, were passed for the double purpose of protecting the parish and the general public. The effect of that compromise was that the rateable value of the premises occupied by the Postmaster-General remained at the amount at which they were assessed at the time of the purchase by the Post Office. Where the premises were leased by the Postmaster-General because they were not wanted for the purposes of carrying on his business, it was reasonable that the rate should not be suffered to rise in consequence of any enhanced value of the premises, for thereby, in a case like the present, when there was a covenant by the lessor to pay the rates, the profit rental accruing to the Post Office would be diminished. SMITH, J., concurred, pointing out that this was a case of lease and not a sale of the premises.—COUNSEL, *Sir J. E. Gorst, S.G.; Casserley; A. C. Nicoll. SOLICITORS, Rawlins; Solicitor to the Post Office.*

REG. v. WHEATLEY—Q. B. D., 30th November.

PUBLIC HEALTH ACT, 1875—NUISANCE—DUTY OF JUSTICES TO STATE WHAT WORKS REQUIRED TO BE DONE.

In this case, justices had made an order for the removal of a nuisance, but without stating in the order what works were required to be done. The summons which was served on the defendant set out that there was a drain in such a state as to be injurious to health on the premises in question, and that such nuisance was caused by the act or default of the defendant. The order made on this summons was to abate the said nuisance within a month from the service thereof, and to execute such works and to do such things as might be necessary for that purpose, so that the same should be no longer a nuisance or injurious to health. It was contended, on a rule for a *certiorari*, that the justices ought to point out what works were to be done by the defendant. The court (MATHEW and SMITH, JJ.) held, on the construction of the Public Health Act, ss. 92, 94, and of the forms given in the schedule, that the intention of the Legislature was that the justices should point out in their order what works were necessary to be done; that they had a duty to perform before they could impose a penalty, and that the order before the court was bad for not specifying what things were to be done, and what works executed by the defendant, in remedying the existing nuisance.—COUNSEL, *F. Marshall; A. Charles, Q.C.; Ashton Cross. SOLICITORS, Bell, Broderick, & Gray, for Curry, Clackton; Chester, Mayhew, Broome, & Griffiths.*

YELLAND v. WINTER—Q. B. D., 27th November.

REVENUE—DUTY ON MALE SERVANTS—GROOM.

In this case the question arose whether a man who is employed on a farm, but gives a portion of his time to attend to his employer's pony and cart, is only occasionally or partially employed as a groom, so as to come within the exception provided by 39 Vict. c. 16, s. 5, to the tax imposed by 32 & 33 Vict. c. 14, s. 19, on persons employing male servants. It appeared from a case stated by justices that the duties of the servant in question were to feed his employer's pony, to attend to the bullocks in the yard, and to work on the farm. He washed the trap when necessary, cleaned the harness, and took the trap to and from the railway station when he was required to do so. His employer sometimes harnessed and groomed the pony himself. The court held that where a man is substantially employed in some other capacity than that of a groom, though it is also his duty to attend to a horse and trap, he comes within the exception provided by the later statute; and that in this case the substantial occupation was undoubtedly that of farm labourer, and his employment as groom only occasional and partial.—COUNSEL, *R. S. Wright; A. P. Stone. SOLICITOR to Inland Revenue.*

CASES AFFECTING SOLICITORS.

In re MAUGHAM (A Solicitor)—C. A. No. 1, 27th November.

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This was an application to tax a bill of costs. Messrs. Johnson, Budd,

& Johnson, solicitors, of London, were conducting an action in this country for a French client, M. Clarparède, who was suing the Commercial Union Insurance Company upon a marine policy on lighters in tow of a steamer from Havre to Senegal. Unseaworthiness was pleaded, and it was necessary to get evidence at Havre. Messrs. Johnson employed Mr. Maugham, who was an English solicitor practising in Paris, to do the work in France. Mr. Maugham was also present at the trial, but was not called as a witness. Maugham sent in his bill of costs to Messrs. Johnson, and, as their bill was to be taxed, they applied to have Maugham's bill taxed. Maugham had, in the meantime, died, but his executors opposed the application. The bill was in the form of an ordinary English bill of costs. It appeared that Maugham had carried on business in Paris for thirty-five years; that he always took out a certificate in England, but never practised here; and that Messrs. Johnson always employed him when they had business in France. The master, the judge, and the Divisional Court (Lord Coleridge, C.J., and Mathew, J.) ordered the bill to be taxed (29 SOLICITORS' JOURNAL, 576). The executors appealed. Counsel for the executors contended that the contract entered into between Messrs. Johnson and Maugham was a foreign contract, and that, consequently, the Solicitors Act (6 & 7 Vict. c. 73), s. 37, did not apply, the work not having been done in England, and that Maugham did not intend to bring himself within the statute.

LORD ESHER, M.R., said:—This is a pure question of fact, and we are asked to draw a different inference of fact from that drawn by the master, the judge in chambers, and the Divisional Court. The question is, was this work done by an English solicitor as an English solicitor, upon the implied condition that he was to do it on the usual terms—that is, that his bill of costs might be taxed. Maugham was an English solicitor practising in Paris who took out a certificate here, and he was employed by Johnson & Co. to do some work in France in connection with an action in this country. Johnson & Co. might have sent a clerk to do this work, but instead of that they employed Maugham. The relation between them was obviously the same as exists between a country solicitor and his London agent, Maugham being the agent of Johnson & Co. in Paris. He made out his bill in English money, and according to the recognized English scale. Putting all these facts together, it is clear that Maugham was acting as an English solicitor in an English lawsuit, and as the agent of an English solicitor; and the bill, therefore, was liable to taxation under the statute.

COTTON and BOWEN, L.JJ., concurred.

COUNSEL, *W. O. Danckwerts and W. H. Payne; Bigham, Q.C. SOLICITORS, Johnson, Budd, & Johnson; Dixon, Ward, & Co.*

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R. S. C., 1883, ORD. 65, R. 27 (26)—SOLICITOR—COSTS—TAXATION—MODERATION OF BILL OF COSTS PAID BY TRUSTEE.

This was an application for the taxation or moderation of some bills of costs which had been paid by a trustee, who was a solicitor, to the firm of solicitors of which he was a member. Rule 27 (26) of order 65 provides that "where an account consists in part of any bill of costs, the court or judge may direct the taxing officer to assist in settling such costs, not being the ordinary costs of passing the account of a receiver, and the taxing officer, on receiving such direction, shall proceed to tax such costs, and shall have the same powers, and the same fees shall be payable in respect thereof, as if the same had been referred to the taxing officer by an order; and he shall return the same, with his opinion thereon, to the court or judge by whose direction the same were taxed." The action was brought in December, 1884, by an infant (by his next friend) against the sole surviving trustee of the will, claiming (*inter alia*) that new trustees might be appointed of the testator's estate, and that the defendant might be removed; that proper accounts might be taken of moneys received and paid by the trustee of the estate so far as possible; and that the trustee might be ordered to pay all moneys which might be found due from him. The defendant had been and was a partner in the firms of solicitors which had successively acted as solicitors to the trustees, and was a partner in the firm as it was constituted at the time of the issue of the writ. In March, 1885, terms of compromise were entered into by the solicitors of the parties, which provided (*inter alia*) that the plaintiff, by his next friend, should apply in chambers for an order that all proceedings in the action should be stayed; and that the defendant should deliver copies of all bills of costs charged by him, or by the firms of which he was from time to time a member, against the testator's estate, or against the tenant for life, and which had been paid out of the capital or income of that estate, such delivery, however, not to prejudice any objections which the defendant could otherwise make to the taxation of such bills, or any of them. The defendant's present firm to deliver all unpaid bills of costs of their late firm against the same estate or against the tenant for life, the sums (if any) disallowed on taxation of the paid bills to be set off against the amount of such unpaid bills as taxed or agreed. On the 1st of April, 1885, an order was made staying all further proceedings in the action against the defendant, and striking his name out as defendant. In pursuance of the agreement the defendant's firm delivered to the new trustees of the will copies of the bills of costs, which had been previously delivered by that firm and their predecessors in business to the trustees of the will, and had been paid. They had all been paid more than twelve months. In June, 1885, an originating summons, entitled in the action and in the matter of the several firms of solicitors of which the defendant had been and was a member, was taken out by the tenant for life and the new trustees of the will (who had been respectively added as defendants to the action), asking a reference to the taxing master to tax or moderate the bills of costs against the several firms of solicitors, or, in the alternative, against the original defendant, as a member of those firms and as late trustee of the will, and

which bills had been respectively paid or deducted from the estate of the testator, or from money belonging to the tenant for life, by the late trustee, and that, if it should appear that all or any of the bills had been overpaid, the firms of solicitors respectively, or, in the alternative, the late trustee, might be ordered to repay the amounts overpaid. PARSONS, J., held that the applicants were not entitled to have the bills either taxed or moderated. He said that the defendant had been the acting trustee, and he would assume for the purposes of the decision that the defendant had been the sole trustee. This assumption would do no injustice, and it would place the case of the applicants in the strongest and fairest light. That being so, the case was that moneys belonging to the testator's estate had been paid to the successive firms of which the defendant had been a member, and had, therefore, to the extent of his interest in those firms, been paid to himself. The fact that the trustee who had paid these sums was himself interested in them when paid had predisposed his lordship's mind in favour of the taxation of the bills. But he must decide the case according to the strict rights of the parties. Looking at the indorsement on the writ, no one could doubt that it was a very hostile action. But then the terms of compromise were entered into, and, after that agreement, the present application was made. The agreement was not very plain in its terms, but one thing was plain. The action claimed a hostile account against the defendant, and, if he had carried in the account, he would necessarily have included in it the moneys which he had received on account of the estate, and, on the other side, he would have included, by way of discharge, the bills of costs which he had paid. If any items in the bills of costs had been found to be improper, they must have been moderated against him, and any sums disallowed would have come in as items against him in the account, and would have been set off against any sums due from him, and in the result it might have been found that something was due to him from the estate. It was plain from the agreement of compromise that nothing was further from the intention of the parties than that the defendant should be made personally liable for any sums disallowed; it was only intended that his present firm should set such sums off against the unpaid bills. This showed that it was not intended that there should be any taxation or moderation as against the defendant personally. The agreement did not contemplate that the trustee should bring in for the purpose of moderation bills of costs which he had brought into his account for the purpose of discharging himself. The provision that the delivery of copies of the bills should not prejudice any objections which the defendant could otherwise make to the taxation of the bills could have no effect so far as the trustee was concerned. But the defendant and his advisers knew that the bills could not be taxed, because they had been paid, and that provision was intended to prevent its being said that the time for taxation would run from the date of the fresh delivery of the bills. And the words "taxed or agreed" pointed to an application for the taxation of a solicitor's bill, and not to the moderation of bills which had been paid by a trustee. To direct the moderation of the bills now would be contrary to the agreement, it never having been intended to make the defendant personally liable. And, as to taxation against the solicitors, the agreement reserved all the objections to taxation which would have been open to the solicitors if the agreement had not been made. There was no allegation of specific overcharges in the bills, or of any special circumstances which could deprive solicitors of that protection from taxation which was given when a bill had been paid more than a year. His lordship could see no reason why the bills should be taxed as against the solicitors, and he thought that by the agreement the parties had precluded themselves from having the bills moderated as against the trustee. The summons must be dismissed.—COUNSEL, *Beeritt, Q.C., and Dauncey; Higgins, Q.C., and Smart; Swinfen Eady*. SOLICITORS, *Clarke, Woodcock, & Ryland; James & James*.

In re A SOLICITOR, Ex parte BLONDIN—Q. B. D., 26th November.

In this case the applicant moved that the solicitor should be struck off the rolls, or dealt with in such other way as the court might direct, under the following circumstances. The sum of £110 being due to Mr. Blondin, he instructed the solicitor to take action for its recovery. The solicitor eventually, on June 19 of the present year, brought about a compromise, by which it was agreed that Mr. Blondin should take £72 10s. in full satisfaction of his claim. On July 2, the solicitor promised to send his client a remittance for the moneys so due to him, and, on August 11, did send a cheque for £64 13s. 1d., as representing the amount which he had agreed to accept, less the solicitor's charges in the matter. This cheque was dishonoured, and, on August 29, another cheque was sent for the same amount, and with the same result. Another solicitor was then directed by Blondin to take proceedings to recover the money, and, on October 26, notice of the motion was served on the solicitor and the Incorporated Law Society. The money was deposited with the client's new solicitor after receipt of the notice of motion. The Incorporated Law Society did not appear in the matter.

Brown, for Mr. Blondin, said that, as the money had been paid, his client did not desire to prosecute the matter.

Murray, for the solicitor, urged that this was no fraud, but simply non-payment of moneys, owing to temporary financial embarrassment, and that the Incorporated Law Society had not taken up the case.

Huddleston, B.—The circumstances of this case have been fully considered, and we do not think that we are justified, when such a charge has been made, in acceding to the arrangement come to between the parties or their representatives. We find that an officer of the court has misconducted himself in a manner that amounts almost to a criminal offence. He did not indeed deny that he had received the money, but gave a cheque for it when he had no assets. We must take care that money which finds its

way into the hands of solicitors for their clients should be promptly paid over. This solicitor received money in the course of his duty, which he kept in his possession for some months, giving cheques for it which were dishonoured, until there was an application made to this court. We do not sit here for the purpose of collecting debts, and we must treat this as a case of grave misconduct, although the money has been paid over. It is suggested that the Incorporated Law Society has not taken any notice of this application. We all know the very great service that institution has conferred on the profession, but I dissent from the proposition that, because the Incorporated Law Society does not interfere, therefore we should not do so either. The adviser to the society probably thought that the court could deal with this case, as it is a very simple one, without any further assistance. The solicitor should be suspended from practice for three months.

CAVE, J., was of the same opinion.

WILLS, J., agreed, and added that he had had great experience as adviser to the society, and often had had to decide whether it was necessary that any interference on their part was necessary, but that all that was meant by non-interference on their part was that there was no chance of there being a failure of public justice.

Solicitor for applicant, *Levy*.

In re A SOLICITOR, Ex parte THE INCORPORATED LAW SOCIETY—Q. B. D., 26th November.

In this case it appeared that there was a conviction standing against the solicitor, and the society moved on that ground that he should be struck off the rolls. The conviction was for obtaining certain postal orders with intent to defraud, but the judge, the learned recorder of the City of London, expressed dissatisfaction with the verdict of the jury, passed no sentence, but released the prisoner on his own recognizances to come up for judgment when called upon.

Ashton Cross, and Manuel, for the solicitor.

Hollams, for the Incorporated Law Society, stated that application had been made to the Home Office for a pardon, but had been refused.

Huddleston, B.—We must deal with the facts before us. The Home Office take the utmost care and exercise the greatest caution and diligence in investigating every case that comes before the department. It is indeed very satisfactory to those who have to administer justice in this country to see the manner in which the officials at the Home Office carry out their duties. Not only is application made to the judges who have tried the case, but evidence is frequently taken before officers of the department and counsel heard. I remember a case of a man called *Tormer*, who had been tried for an offence at Abingdon. Application was made for a pardon to the Home Office, and Mr. Walpole, then Home Secretary, obtained the assistance of certain other gentlemen in the House of Commons. The matter was thoroughly investigated, and I was heard at considerable length in the prisoner's defence. Nevertheless, though this case has been before the Home Office and been dealt with there, I think we must not neglect our duty. The matter must be referred to the master to inquire into the circumstances of the case, and to obtain the opinion of the learned recorder. As long as a conviction stands we ought in ordinary cases to strike the offender off the roll, but there may be special circumstances, as there are here, which necessitate a departure from that practice.

Solicitor for the Incorporated Law Society, *Williamson*.

SOCIETIES.

LIVERPOOL INCORPORATED LAW SOCIETY.

The adjourned annual meeting of the Incorporated Law Society of Liverpool was held on the 18th ult. Mr. GRAY HILL, president, occupied the chair. The report of the committee, which showed a small increase of membership, and described the work done during the year, was taken as read.

The PRESIDENT, in moving the adoption of the report, said:—I do not propose to say anything upon the enactments which it mentions as having been added to the Statute-book during the past session of Parliament, which are indeed of comparatively minor importance to the profession, and I will only refer to two Bills, which were brought forward, but failed, owing to the pressure of other business, to reach a second reading.

THE PROVINCIAL SITTINGS BILL.

The Provincial Sittings Bill is a measure which has attracted much attention in Lancashire, and has been supported by the great mercantile interest in that county. It has been for several sessions before Parliament, and has been twice read a second time in the House of Commons in spite of Government opposition. If we look at the population of Lancashire and of its borders, and especially of Liverpool and Manchester, and the towns and districts lying in the immediate neighbourhood of those cities, at the number and importance of the causes which arise amongst that great population, and at the moderate nature of the demand which on behalf of the locality is made upon the judicial system of the country, it appears strange that the measure has not yet become law. I think, however, that the time is not far distant when the support of Parliament will force its acceptance on whatever Government may be in power. The objections made to it carry their own refutation on the face of them. We are told that judges would not like to reside in country towns, and

that the measure, by tending to localize in Lancashire a portion of the bar, would lessen the unity and efficiency of that important body. No doubt it will be found when that measure becomes law that the judges will cheerfully do the duty which Parliament casts upon them. And any one who takes the trouble of reading the Bill (which most of its critics would appear to have thought a work of supererogation) will find that it does not make it necessary for a particular judge to spend more than a few weeks at a time in that dreaded district in which we all have to support life. It is, I think, equally clear that the bar, as a whole, will not only lose nothing, but, on the contrary, will gain much by permitting a larger portion of its members to make a special study of Lancashire business in Lancashire. It is interesting to observe that the majority of the Liverpool bar appear to come to the same conclusion as the society upon this subject, as they have petitioned in favour of the Bill. I say I believe the time is near at hand; but it is to be regretted that a measure which is so obviously just and reasonable should not have been gracefully conceded to a request made upon fair and clear explanation, and that it should have been delayed until the demand, being supported by a greatly increased number of Lancashire representatives in Parliament, can no longer be conveniently refused. I do not pretend that this measure is required for the whole, or for any large part of the country. It is only wanted for a very few great business centres. If we solicitors of Liverpool have learnt one lesson thoroughly from our mercantile clients, it is that litigation should be quickly brought to a point, and that that is the best system which, in the words of Fuller, "makes not a Trojan siege of a suit, but seeks to bring it to a set battle in a speedy trial." I am not without hopes that in a few years we shall be able in Liverpool and Manchester to get to a trial in very many cases in about as long after the dispute arises as it takes a fast Atlantic steamer to make a voyage from this port to New York and back. There is no good reason why in ordinary cases this should not be practicable, provided that there is a court always sitting in Lancashire.

THE BILL FOR THE RELIEF OF TRUSTEES.

The Bill for the Relief of Trustees, brought in by Messrs. Ince and Whitley during the last session of the late Parliament, is a very important measure, and it is earnestly to be hoped, on behalf of that unfortunate class of persons who without remuneration undertake a most thankless office, that the first session of the new Parliament will place it on the Statute-book. The broad rule as to the liability of trustees, which the courts say they have laid down, is that, if a trustee observes the terms of his trust and acts with good faith and with reasonable care, he is not to be liable for the loss of the trust fund. That rule is in accordance with common sense and common ideas of justice. By the belief that it really exists a trustee is ensnared into the acceptance of his office. When, however, notwithstanding his observance of the terms of his trust, notwithstanding his good faith, and notwithstanding his reasonable care, the whole or a part of the trust fund is lost, he learns too late that the chancery judges have sought out many inventions; that have put glosses of their own upon this plain text; that they have read into the terms of the trust words of liability which are not written there, and rule out of them whole paragraphs of comfortable indemnifying language upon which the poor victim—good, easy man—had innocently relied. It is true that the tendency of the chancery mind seems now to be more favourable to trustees than it was, but it is still far too unfavourable. This Bill will do much to fill up certain of the pitfalls which former, if not present, judges have dug for the trustee. But is not a wider remedy desirable? Should not the defendant have the statutory right of requiring that actions relating to alleged negligence on his part, although called by the name of breach of trust, should be tried by a jury? The question is generally whether he has used reasonable care. If a jury of business men have to decide this question, they will consider whether the trustee has acted as they would have acted under similar circumstances, and this is a true test. It is only when the trustee happens to be a chancery judge that it is fair to inquire whether he would have taken all those elaborate and laborious precautions which no one but a chancery judge would ever think of taking. To test what is done by the standard of reasonable care which is set up by an extremely acute and suspicious mind, trained to great skill in picking holes in the conduct of trustees, and nurtured on the recorded opinions of other minds as acute, suspicious, and skilful, is extremely unjust, and has resulted in decisions some of which (with the utmost respect be it said) appear little less than shocking to people of plain and common understanding, and others of which appear little less than childish to those who know how the daily business of life is and must be conducted. Such decisions only serve to "entangle justice in her net of law," and to puzzle or deceive those who are taught by the general course of English legal proceedings to expect no portion of the administration of what is called equity can be contrary to what is naturally right. Does not justice also require that some limit of time should be applied as a bar to suits for breach of trust arising out of alleged negligence? [Upon this point he referred to the case of *Brittlebank v. Goodwin* (L. R. 5 Eq. 545), which is not at all of an unknown character.] He proceeded: "Would any prudent person accept the office of trustee if he clearly understood beforehand that neither time nor death creates a bar to a claim for a breach of trust; and that when he was not alive to meet the charge the property, which, with painful efforts, he had drawn together, and had left behind him for the support and comfort of his wife and family, might be swept away by those, or the descendants of those, at whose request he had kindly undertaken this disastrous responsibility? Any sensible and honest man who had not been fed from his youth up upon what chancery lawyers are pleased to call "equitable doctrines," would at once say that such a decision as that in *Brittlebank v. Goodwin* is a disgrace to any legal system, and it is time that the attention of sensible and honest men

should be called to the state of the law upon this subject, which has been left too long to be moulded by lawyers.

LAND TRANSFER.

Questions relating to land transfer were so well and so fully discussed at the recent meeting in Liverpool of the Incorporated Law Society of the United Kingdom that I will here only express the belief that, while the profession in this city will give no assistance in the pursuit of a chimera, they will avail themselves to the full of the recent enactments which have done so much towards the removal of unnecessary complications and difficulties in dealing with land; and also that they will give their most careful consideration to any well-considered scheme for further improvements in this direction which may be brought forward, and do their best, through this society, to help in making any such scheme workable. Whatever of useless and cumbrous can be removed from the theory and practice of conveyancing, the solicitors of Liverpool will willingly assist in remitting to that limbo to which the "quiddits," the "quillies," the "cases," the "tenures," and what Shakespeare rightly or wrongly calls "the tricks" of a former generation of lawyers have happily departed. I have now to call your attention to the scheme for the sale of real property, associated with the name of Mr. Nicholson, which was started during the present year under the auspices of this society, and is now carried on under the management of the Law Sales Society (Limited). It is, I think, unfortunate that this scheme has not been better supported by the profession. I am aware that, owing to the depression in the value of real property, sales have fallen off in number, but this circumstance does not account fully for the comparative neglect of the scheme in question. The matter is in your hands, gentlemen. Mr. Nicholson spent much valuable time, labour, and skill in preparing the plan which he recommended. The members of the society, after considering it on several occasions, pressed its acceptance on the committee, and the committee, with Mr. Nicholson's continued assistance, spent much time in working out and elaborating it. I believe that the plan is a very good one, and that its general adoption would save much expense and inconvenience, and would tend, by bringing together a large assembly of buyers, to improve the chances of selling, and to raise the prices obtainable. But unless it is more generally adopted, the scheme cannot be satisfactorily worked. Whether it is that the trouble required to master the new arrangement—which, after all, is extremely simple—is thought to be too great; whether the little crotchets of conveyancers—who, we must admit, in strict confidence amongst ourselves, sometimes entertain little crotchets unawares—have stood in the way; or whether it is only a little apathy which is at the bottom of the matter I cannot tell. But I commend the scheme to your careful consideration, and hope that you will give it a fair trial in the coming year.

After referring to the Liverpool Law Students' Association, the President alluded to the advantages offered by

THE LIVERPOOL INCORPORATED LAW SOCIETY.

He said:—I regret to state that there are about one hundred and fifty solicitors in Liverpool and Birkenhead who do not belong to it. Of these some are in practice on their own account. Of the remainder many are indifferent, a very few appear to be even hostile to the society, but probably most have not joined us because they have not sufficiently considered this question. To meet the case of the young practitioners, to whom every expenditure, however small, is a matter of importance, we are now, I hope, about to reduce the subscription for the first two years following admission to half the usual amount. I trust we shall have an accession of members from this class. I look upon it as a matter of great importance that the young solicitors should join us. They will give us the benefit of their energy in exchange for the benefit of our experience, and they will learn to take an interest in the work of the society, which I trust they will always retain. I sometimes hear it asked, "What is the good of the Liverpool Law Society?" Those who ask such questions must have short memories. Beyond a reference to the important provision made in our extensive and valuable library, the best answer is a reference to the history of what the society has done. I do not hesitate to say that in my time in Liverpool alone (I have been in practice here over twenty-one years) this society has been largely instrumental in bringing about an amount of improvement in the law, which is only forgotten because the inconvenience and anomalies, and the injustice and the useless expense which inconvenience and anomalies always bring with them, having passed away, are also forgotten. The influence of this society in bringing about the simplification, and so far as it has gone the localization, of the administration of justice, has been very great. The share which it had in the reform made in consequence of the reports of the Judicature Commission was no inconsiderable one. It was chiefly to this society that we were indebted fifty years ago for the holding of assizes in Liverpool. And, coming to later days, it is to them that we were chiefly indebted for the development of the courts of Common Pleas at Lancaster, and of the Chancery of the County Palatine, and for the establishment of the Liverpool District Registries of those courts and of the Admiralty Court, institutions which in their time led the way to the establishment of district registries under the High Court of Justice throughout the country. To this society and to another member of the committee acting on its behalf—I refer to our friend Mr. Harvey—we chiefly owe the establishment of a fair and business-like system of solicitors' charges in conveyancing, which avoids endless disputes and all temptation on the part of the professional man to indulge in that prolixity which used to be the curse of legal documents. It is this society which, in concurrence with that of Manchester, and backed with the mercantile public of both cities, is fighting with perseverance and determination the important question of provincial sittings, which I have already referred to; and it is again to a member

of this society, an ex-president—I refer to Mr. Whitley—that we are so much indebted for great exertions on behalf of that measure. There is not an important Bill affecting the relations of daily life which does not receive careful consideration from the committee, whose experience often enables them to be of great service in suggesting amendments and improvements. What part of all this benefit could have been obtained without the union of the profession within the society? And yet how slow has been the growth of the temper and disposition on the part of practitioners which has induced them to avail themselves of that union to the extent which they now do. How long will it be before they avail themselves of it to the utmost? How many are there now in this, the fifty-eighth year of the society's existence, who fail fully to see the advantage of working heartily with their fellows, and who are still in the bondage of that feeling of separatism which, however unhappily inevitable it may be in religion and politics, is singularly inappropriate to those who are engaged in the same profession, and who have common difficulties to contend with and a common experience by the aid of which to conquer those difficulties. I trust that the future will see a still closer union amongst us, so that we may be enabled to put forth our fullest strength in efforts to raise the standard of professional education and acquirement, to uphold honourable practice, and to do what we can to further that improvement in the enactment and administration of the laws which all of us should have at heart. Finally, I would strongly urge all those members of our society who do not already belong to the Incorporated Law Society of the United Kingdom to join that body, and I beg to say that I shall have great pleasure in proposing or seconding the nomination of any such gentlemen. The power of the chief society for good will be increased in proportion as it more fully represents the profession. I now beg formally to move:—"That the report of the committee, together with the treasurer's accounts, be received and adopted, and that the same be printed and circulated amongst the members of the society."

Mr. BELLINGER seconded the motion.

Mr. FORBES moved as an amendment:—"That the report be referred back to the committee for an addition giving full information relating to the subjects entered on the debit side of the cash account as 'R. B. Moore's costs, £395 5s. 2d.; and Messrs. Stone, Fletcher, & Hull, on account of costs (£675), re R. B. Moore, £500.'"

Mr. ETTY seconded the amendment.

The President said, in explanation:—"With regard to the case referred to [see 29 SOLICITORS' JOURNAL, 50, 68], it is only natural and right that an explanation should be asked for. There are obvious reasons why the matter is not dealt with fully in the report. The committee are bound to accept, and do accept, fully the decision of the court, exonerating the gentleman against whom the charge of misconduct was made. But, as the matter was presented to the committee and deposited to on oath by the persons interested, so strong a *prima facie* case was made that it would have been a dereliction of duty on behalf of the committee of 1883, before whom the matter first came, if nothing had been done. The papers were laid by that committee before the Council of the Incorporated Law Society of the United Kingdom, who took the opinion of their counsel—Mr. (now Mr. Justice) Wills. That opinion I cannot read in full, as it would be unfair to the gentleman concerned if I did so, the opinion being based upon a statement on one side of the case only, which has, in the opinion of the court, not been supported by the evidence. Nor can I read a portion of it only, as that would be unfair to the committee. This opinion was communicated to the committee. They considered the matter very carefully, and the conclusion they came to was embodied in a resolution passed by them on the 30th of May, 1883, and communicated to the council of the chief society. That council declining to proceed further, the committee again carefully considered the matter, and decided to initiate the proceedings to be conducted under the advice of counsel. This step may or may not have been an error in judgment on their part. Having regard to the fact that the charge was disproved, the committee much regret that the proceedings were instituted. They also regret the attendant expense which has fallen on the society. But I can assure the society, if it requires that assurance, that the committee were most sincerely and anxiously desirous to pursue the right and proper course. A charge was brought forward which, after the best preliminary investigation which they could make, appeared to be well founded. The committee, I need scarcely say, were not actuated by any private feeling. They only did what they thought was their duty to the profession and the public. It was impossible for them to foresee that the evidence upon which they relied would, in the opinion of the court, break down, nor could they tell that the proceedings would turn out to be so long and so costly as they proved to be. While it is important that unjust charges should not be made, I think all will agree that there is no more important duty of this society than the uprooting from the profession men who have proved themselves by their dishonourable conduct as unfit to belong to it. In this case a mistake was made as to the real facts of the case, but it was, I believe, a mistake which could not have been avoided by any reasonable exercise of skill and diligence on the part of the committee. It is right that I should add that the society are much indebted to their solicitors, Messrs. Stone, Fletcher, & Hull, for their great liberality in making a very substantial reduction in their charges relating to this case. I wish to add the expression of my opinion that it would be most desirable that power should be given to the Incorporated Law Society of the United Kingdom to deal with all cases of alleged professional misconduct, subject only to an appeal to the court. I believe that the conferring of such a power upon the representative body of the whole profession would greatly tend to avoid the delay, the expense, and generally that which is unsatisfactory in the mode now adopted of referring such investigation to the masters of the court."

The amendment was pressed to a vote and lost, only the mover and seconder voting for it, and the original motion was carried.

The committee was then elected, and the meeting closed with a vote of thanks to the chairman.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.

The usual weekly meeting was held at the Law Institution, Chancery-lane, on Tuesday, the 1st inst., Mr. W. Van Summer in the chair. The question for debate was "That the case of *Patman v. Harland* (17 Ch. D. 353) was wrongly decided." The affirmative was supported by Messrs. J. W. Blagg and A. H. Williams, and the negative by Messrs. Bernard Hill, Douglas Crawford, Cantley, Windus, Kiddle, Dodd, Todd, and Austin. On a vote being taken the meeting was unanimously of opinion that the decision was right.

LORD COLERIDGE ON SEVERE SENTENCES.

LORD COLERIDGE presided at a supper given by the St. Giles' Mission to discharged prisoners on Tuesday evening. After supper he said that he did not know why he had been asked to preside, except it was that, like some of those whom he addressed, he was a much abused man. It might, however, be because he was at the head of the criminal administration of the country and of the Court of Criminal Appeal. If in his judicial capacity he was made familiar with the extent and variety of crime, he was also made acquainted with the unbending pertinacity and the infinite variety of the temptations which produced crime. He could not but often feel that he was obliged to punish men for being what society made them. There were few things more frequently borne in upon a judge's mind than the little good he could do the criminal by the sentence which he imposed. Those sentences often did nothing but unmixed harm, though he was sure that, throughout the country, the greatest pains had been taken to make our prisons as useful as possible in the way of being reformatories. But as a matter of fact they were not so, though they were better than they used to be. On the present occasion he desired particularly to insist upon two points. First, in his judgment, there should be a much greater leniency in the scale of our punishments. He had thought a good deal about the question, and had come to the conclusion that the lengthened periods of imprisonment imposed by our law were productive of almost unmixed evil. The practice imposed on the judges by more than one Act of Parliament, of sentencing to long terms of imprisonment persons convicted of trivial but repeated offences, deserved thorough condemnation. Petty offences, even though often repeated, remained petty offences still. He had often had men brought before him a great part of whose lives had been passed year after year in terms of imprisonment for what were really only trifling matters—offences which, in the scale of dignity of crime, hardly reached the height of petty larceny. There should always be some degree of moral proportion between the crime punished and the punishment inflicted. Unless that were so the punishment was apt to strike the public and the sufferer with a strong sense of injustice, which was productive of much evil. The time had come for a general revision of our system in this respect. Secondly, he wished to see an extension of the system which was carried out by this society—a system of helping prisoners on their discharge. Without such help what was a man to do? His character was gone and his power for work seriously diminished. His chance of work in times when it was hard for the honest and industrious to obtain employment was still more seriously impaired. Society must doubtless punish; but it was no less its duty to afford those whom it punished an opportunity of leading a better life. The great problem was to overcome the difficulties which lay in the way of achieving this result. One of the most interesting recollections of his life was his visit when he was in New York to two institutions which had been founded in two of the islands which lay in the harbour of that great city by the State of New York. One was a penitentiary and the other a reformatory, and they were so placed as to be absolutely out of contact with the city itself. There were in one of these buildings some 1,600 or 1,700 boys and girls who had been convicted of trivial offences. They were sent there, not as criminals, but to be trained to useful work in life. He ascertained that no stigma attached to any one for having been in the institution. There was a story, for the truth of which he would not but for the possibility of which he could vouch, of a young married couple who visited this institution, and, after giving each of them a handsome contribution to its funds, confessed to each other that they had each of them been inmates of the institution. That was a model for our imitation, though we had nowhere in this country such admirable means for its realization. He would conclude with two observations—first, that it was not impossible to arouse even in the most hardened criminals some sense of religion; that even in the worst the example of our Lord and His Cross was able to touch the heart and rouse the conscience. His second remark was that the conscience of the people should be stirred to do what it could for its criminals. We wanted some worthy successor of that great man, Lord Shaftesbury, whose loss was lamented by all classes of society, and a part of whose noble labours was being so admirably carried out by Mr. Hatton and Mr. Wheatley.

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He would, therefore, earnestly impress upon all the absolute necessity of doing what they could to promote the noble cause in whose behalf they were assembled.

LEGAL APPOINTMENTS.

Sir HENRY CHARLES LOPES, one of the judges of the Queen's Bench Division, who has been appointed a Judge of the Court of Appeal, on the resignation of Sir Richard Baggeallay, is the third son of the late Sir Ralph Massey Lopes, Bart. He was born in 1828, and he was educated at Winchester and at Balliol College, Oxford. He was called to the bar at the Inner Temple in Easter Term, 1852, and he formerly practised on the Western Circuit. He was M.P. for Launceston in the Conservative interest from 1868 till 1874, and for Frome from 1874 till 1876. He became a Queen's Counsel in 1869, and he was recorder of the city of Exeter from 1867 till 1876, when he was appointed a judge of the High Court, and he shortly afterwards received the honour of knighthood.

Sir JULIAN PAUNCEFOTE, K.C.M.G., Permanent Under-Secretary of State for Foreign Affairs, who has been created a Knight Grand Cross of the Order of St. Michael and St. George, is the second son of Mr. Robert Pouncefote, of Preston Court, Gloucestershire. He was born in 1828, and he was educated at Trinity College, Dublin. He was called to the bar at the Inner Temple in Easter Term, 1852, and he was formerly a member of the South-Eastern Circuit. He was Attorney-General of Hong Kong from 1865 till 1869, and he twice acted as Chief Justice of that colony. He was appointed Chief Justice of the Leeward Islands in 1873, and he became an Assistant Under-Secretary of State for the Colonies in the following year. He was appointed Legal Assistant Under-Secretary of State for Foreign Affairs in 1876, and Permanent Under-Secretary in 1882. He received the honour of knighthood in 1874, and in 1880 he was created a Civil Companion of the Order of the Bath and a Knight Companion of the Order of St. Michael and St. George.

Mr. GEORGE HORACE DAVID CHILTON, solicitor (of the firm of Chilton & Green Armytage), of Bristol, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Chilton was admitted a solicitor in 1863.

Mr. JOHN GERRARD, Q.C., has been appointed Law Adviser to the Lord Lieutenant of Ireland.

Mr. GEORGE BRAXTON ALDRIDGE, solicitor and notary (of the firm of Aldridge & Aldridge), of Poole, has been appointed Under-Sheriff of the Town and County of the Town of Poole for the ensuing year. Mr. Aldridge is coroner and clerk of the peace for Poole. He was admitted a solicitor in 1861.

Mr. JOHN MITCHELL MITCHELL, solicitor, of 110, Cheapside, has been appointed a Commissioner to administer Oaths in the Supreme Court of the Province of Ontario, in the Dominion of Canada.

Mr. JOHN HENRY JONES, solicitor and notary (of the firm of Jones & Blakeway), of Gloucester, has been appointed Under-Sheriff of that city for the ensuing year. Mr. Jones was admitted a solicitor in 1874.

Mr. ERNEST EDGAR BONE, solicitor, of Alfreton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WARREN SAMUEL JAMES, solicitor, of 18, King's Arms-yard, and of Hanwell, has been appointed Clerk to the Hanwell Local Board. Mr. James was admitted a solicitor in 1875.

Mr. RUSSELL COOKE, solicitor, of 3, New-inn, Strand, has been appointed by the Lieutenant-Governor of the Province of Quebec, in Canada, a Commissioner for receiving Affidavits for use in that Province. Mr. COOKE has also been appointed by the Lieutenant-Governor of the Province of Ontario a Commissioner for administering Oaths in the County of Middlesex for the purpose of proceedings in that Province.

DISSOLUTIONS OF PARTNERSHIPS, &c.

THOMAS SISMEY and GEORGE HERBERT SISMEY, solicitors, 11, Serjeant's-inn, Fleet-street, London (Sismey & Sismey). September 29. The business will in future be carried on at the same address by the said George Herbert Sismey, in co-partnership with Thomas Boulton Sismey, under the said style of Sismey & Sismey. [Gazette, Nov. 27.]

It is stated that during the York Assizes, which lasted twenty-three days, no fewer than twenty-seven prisoners were charged with cases of an indecent character. Most of the charges were under the Criminal Law Amendment Act. Twenty-two of the accused were either found guilty or pleaded guilty, and sentenced to various terms of imprisonment or penal servitude, the heaviest sentence passed being that of ten years' penal servitude.

Last week Mr. Justice Field stated that he wished it to be made known that in future he would like junior counsel while conducting cases before him to sit within the bar—i.e., in the row intended for Queen's Counsel only. His lordship said it had always been done so in the Old Ball Court at Westminster, so why not in the new courts, where there was such an echo that it was difficult to hear counsel addressing him from the back rows. His lordship at once acted upon his notice and called counsel who were conducting a case at the time within the bar.

NEW LEGAL M.P.'S.

MEMBERS whose names are printed in italics were members of the House of Commons at the date of the dissolution.

ENGLAND AND WALES.

BARRISTERS.

BATTERSEA, Clapham—John Fletcher Moulton, Q.C. L
BEDFORDSHIRE, South—Cyril Flower. L
BERKSHIRE, East—William George Mount. C
CAMBERWELL, Dulwich—John Morgan Howard, Q.C. C
" Peckham—Arthur Anthony Baumann. C
CAMBRIDGESHIRE, West—Charles Hall, Q.C. C
CHESHIRE, Altrincham—John Brooks. C
" Crewe—George William Latham. L
CORNWALL, Launceston—Charles Thomas Dyke Acland. L
" South-East—Leonard Henry Courtney. L
DENBIGH—Hon. George Thomas Kenyon. C
DEVONSHIRE, Honiton—Sir John Henry Kennaway, Bart. C
" Dudley—Henry Brinsley Sheridan. L
ESSEX, Harwich—James Round. C
FINSBURY, Clerkenwell—Howard Spensley. L
HALIFAX—Right Hon. James Stansfeld. L
HAMPSHIRE, North—Right Hon. George Selator Booth. C
" Isle of Wight—Sir Richard Everard Webster, Q.C. C
HAMPTSTEAD—Right Hon. Sir Henry Thurstan Holland, Bart. C
HASTINGS—Sir Thomas Brassey, K.C.B. L
ISLINGTON, East—Henry Bret Ince, Q.C. L
KENSINGTON—Sir Roper Lethbridge, C.I.E. C
KENT, Faversham—Herbert Thomas Knatchbull Hugessen. C
" Tunbridge—Robert Norton. C
LANCASHIRE, Newton—Sir Richard Ashton Cross, G.C.B. C
LINCOLNSHIRE, Louth—Francis Otter. L
" Stamford—John Compton Lawrance, Q.C. C
NEWCASTLE-UPON-TYNE—John Morley. L
NEWINGTON, West—Charles Wallwyn Radcliffe Cooke. C
NORFOLK, North—Herbert Cozens-Hardy, Q.C. L
NOTTINGHAM, East—Arnold Morley. L
PEMBROKE—Henry George Allen, Q.C. L
ST. HELENS—Henry Seton-Karr. C
SHROPSHIRE, West—Stanley Leighton. C
SOMERSETSHIRE, East—Henry Hobhouse. L
SOUTHWARK, West—Arthur Cohen, Q.C. L
STAFFORDSHIRE, Leek—Charles Crompton, Q.C. L
SUFFOLK, Stowmarket—Felix Thornley Cobbold. L
TOWER HAMLETS, Bow—William Snowdon Robson. L
WHITEHAVEN—Right Hon. George Augustus Cavendish Bentinck. C
YORKSHIRE, East Riding, Howdenshire—Arthur Duncombe. C
" West Riding, Doncaster—Walter Shirley Shirley. L
" " Morley—Charles George Milnes Gaskell. L
" " Barnsley—Courtney Stanhope Kenny.

SOLICITORS.

CARNARVONSHIRE, South—John Roberts. L
SUSSEX, North—George Burrow Gregory. C
WOOLWICH—Edwin Hughes. C

SCOTLAND.

BARRISTERS AND ADVOCATES.

BUTESHIRE—James Patrick Bannerman Robertson. C
HADDINGTONSHIRE—Richard Burdon Haldane. L
INVERNESS—Robert Bannatyne Finlay, Q.C. L
KIRKCALDY—Sir George Campbell. L
KIRKCUDBRIGHTSHIRE—Mark John Stewart. C
LANARKSHIRE, North-East—Donald Crawford. L
MONTROSE—John Shires Will, Q.C. L
ROXBURGHSHIRE—Hon. Arthur Ralph Douglas Elliott, L

IRELAND.

BARRISTERS.

ANTRIM, North—*Edward Macnaghten*, Q.C. C
BELFAST, South—*William Johnston*. C
KINGS COUNTY, Birr—*Bernard Charles Molloy*. H R
SOLICITORS.
DONEGAL, North—*James Edward O'Doherty*. H R
LONDONDERRY—*Charles Edward Lewis*. C

OBITUARY.

MR. GEORGE DE COURCY PEELE.

Mr. George De Courcy Peele, solicitor (of the firm of Peele & Peele), of Shrewsbury, committed suicide, on the 15th inst., by shooting himself with a pistol, while in a state of temporary insanity. Mr. Peele was the son of Mr. Joshua John Peele, solicitor, town clerk of Shrewsbury. He was educated at Shrewsbury School, and was admitted a solicitor in 1859, having served his articles with his father. He was a perpetual commissioner for Shropshire, and he had a very extensive practice, being at the date of his death associated in partnership with his younger brother, Mr. Edward Cresswell Peele, who is town clerk of Shrewsbury and county treasurer. He was for several years deputy clerk of the peace for

Shropshire, and in 1873 he was appointed by the late Viscount Hill to the office of clerk of the peace for the county. He was also clerk to the lieutenancy for Shropshire, and to the visiting justices of the County Lunatic Asylum, bailiff and treasurer of the Shrewsbury Grammar School, and treasurer to the Company of Drapers at Shrewsbury. Mr. Peele was buried on the 18th inst.

Mr. Justice Day has been suffering from a severe cold and bronchial attack.

The Lord Chancellor, under the powers vested in him by the County Court Rules, 1875, has ordered that the offices of the county courts may be closed on the 24th, the 26th, and 28th days of December next.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	V. C. BACON.	Mr. Justice KAY.
Mon., Dec. 7	Mr. Pugh	Mr. Jackson	Mr. Leach	Mr. Clowes
Tuesday ... 8	Lavie	Carrington	Beal	Koe
Wednesday ... 9	Beal	Jackson	Leach	Clowes
Thursday ... 10	Leach	Carrington	Beal	Koe
Friday ... 11	King	Jackson	Leach	Clowes
Saturday ... 12	Farrer	Carrington	Beal	Koe
		Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice PEARSON.
Monday, Dec. 7	Mr. Lavie	Mr. Farrer	Mr. Ward	Mr. Pemberton
Tuesday ... 8	Pugh	King	Ward	Pemberton
Wednesday ... 9	Lavie	Farrer	Ward	Pemberton
Thursday ... 10	Pugh	King	Ward	Pemberton
Friday ... 11	Lavie	Farrer	Ward	Pemberton
Saturday ... 12	Pugh	King	Ward	Pemberton

COMPANIES

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-ROUMANIAN PRESERVED MEAT AND PRODUCE COMPANY, LIMITED.—Petition for winding up, presented Nov 24, directed to be heard before Bacon, V.C., on Dec 5. Gabriel, Lincoln's inn fields, solicitor for the petitioner.

LOBSTER AND SALMON FISHING COMPANY, LIMITED.—Pearson, J., has by an order, dated Nov 5, appointed William Parker Burkinshaw, Kingston upon Hull, to be official liquidator.

UNITED SECURITY SOCIETY, LIMITED.—Creditors are required on or before Dec 15, to send their names and addresses, and the particulars of their debts or claims, to Howard Forester Knight, 2, Devonshire chbrs, Bishopsgate st Without. Monday, Dec 21, at 12, is appointed for hearing and adjudicating upon the debts and claims [Gazette, Nov. 27.]

ASPHALINE COMPANY, LIMITED.—Kay, J., has fixed Tuesday, Dec 8 at 12, at his chambers, Royal Courts of Justice, for the appointment of an official liquidator.

AUTOMATIC MUSICAL INSTRUMENT COMPANY, LIMITED.—Bacon, V.C., has fixed Dec 9 at 12, at his chambers, Royal Courts, for the appointment of an official liquidator.

BALMAGHAN OIL REFINING COMPANY, LIMITED.—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to William Shingby Ogle, 20, Cannon st. Friday, Jan 8 at 12, is appointed for hearing and adjudicating upon the debts and claims.

BRITISH FLAX AND PAPER COMPANY, LIMITED.—Petition for winding up, presented Nov 27, directed to be heard before Bacon, V.C., on Saturday, Dec 12. Bell, Lawrence lane, solicitor for the petitioner.

CHOC SUGAR FACTORY COMPANY, LIMITED.—Petition for winding up, presented Nov 30, directed to be heard before Bacon, V.C., on Dec 12. Druce and Co, Billiter sq, solicitors for the petitioner.

ESSENHART COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Nov 21, it was ordered that the voluntary winding up of the company be continued. Kimber and Co, Lombard st, solicitors for the petitioner.

HEN AND CHICKEN HOTEL AND ARCADE COMPANY, LIMITED.—Pearson, J., has by an order, dated Nov 12, appointed Charles Richard Turley Batson, 57, Colmore row, Birmingham, to be official liquidator. Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to the above. Tuesday, Jan 12, at 1, is appointed for hearing and adjudicating upon the debts and claims.

IMPORTED MEAT COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Nov 21, it was ordered that the company be wound up. Philpott, Bartholomew close, solicitor for the petitioners.

KENNINGTON COURT, LIMITED.—Petition for winding up, presented Nov 30, directed to be heard before Pearson, J., on Dec 12. Hamlin and Co, Staple Inn, solicitors for the petitioner.

LANCASHIRE COTTON SPINNING COMPANY, LIMITED.—Pearson, J., has fixed Friday, Dec 11, at 12, at his chambers, Royal Courts of Justice, for the appointment of an official liquidator.

PARIS SEATING RISK COMPANY, LIMITED.—Chitty, J., has by an order, dated Oct 30, appointed Edward Thomas Rodney Wilde, 68, Moorgate st, to be official liquidator.

TRAMWAYS TRUST COMPANY, LIMITED.—Petition for winding up, presented Nov 28, directed to be heard before Chitty, J., on Saturday, Dec 12. Webb and Co, Queen Victoria st, solicitors for the petitioners [Gazette, Dec. 1.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

PLAS SILVER LEAD MINING COMPANY, LIMITED.—Fox-Bristowe, V.C., has fixed Tuesday, Dec 8, at 11.30, at his chambers, 2, Clarence st, Manchester, for the appointment of an official liquidator [Gazette, Nov. 27.]

STANNARIES OF CORNWALL.

LIMITED IN CHANCERY.

NORTH TRESEKERRY TIN AND COPPER MINES, LIMITED.—Petition for winding up, presented Nov 28, directed to be heard before the Vice-Warden, at the Law Institution, Chancery lane, on Friday, Dec 11. Chilcott and Son, Truro, solicitors for the petitioners [Gazette, Dec. 1.]

UNLIMITED IN CHANCERY.

NINNIS DOWNS TIN MINING COMPANY.—By an order made by the Vice-Warden, dated Nov 22, it was ordered that the company be wound up. Hodge and Co, Truro, agents for Highman, St Austell, solicitors for the petitioners [Gazette, Nov. 27.]

FRIENDLY SOCIETIES DISSOLVED.

MORTALITY ASSOCIATION, Balloon Inn, Balloon st, Manchester. Nov 24 [Gazette, Dec. 1.]

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP 36. LAST DAY OF CLAIM.

ATKINSON, ELIZABETH, Southport, Lancaster. Jan 5. Cunliffe and Co, Manchester. Dec 24. Jennings and Son, Lead-
ATRELL, PETER, Tredegar sq, Bow rd, Gent. Dec 24. Jennings and Son, Lead-
BECK, FREDERICK FLOOD, Farnworth within Widnes, Lancaster, Gent. Dec 31. Davies and Co, Warrington.
BECK, SARAH, Farnworth within Widnes, Gent. Dec 31. Davies and Co, Warrington.
BEISLY, ALFRED, Warborough, Oxford, Farmer. Jan 1. Bailey and White, Winchester.
BLACKDEN, MARY, Norfolk crescent, Paddington. Jan 1. Bridges and Co, Red Lion sq.
CHAMBERS, ELIZABETH, Ely, Cambridge. Dec 26. Archer and Son, Ely.
COOPER, JOHN, Stourbridge, Worcester, Gent. Dec 19. Jewkes, Oldswinford, Stourbridge.
COWELL, GEORGE, Briercliffe, near Burnley, Iron Merchant. Dec 26. Wright, Bacup.
CRAGO, JOHN, Withington, near Manchester. Dec 22. Bond and Son, Manchester.
CUTBERTSON, JOSEPH, Birkby, near Maryport, Cumberland, Gent. Dec 1. Hewatson, Maryport.
DAVIES, OWEN, Saddenswick rd, Hammersmith, Oilman. Dec 31. Richardson and Sadler, Golden sq.
DEAN, JAMES, Bennett st, Blackfriars rd, Tailor. Jan 1. Crosse and Sons, Lancaster place, Strand.
DICKINSON, RUTH, Rothwell, York. Dec 29. Tennant and Barret, Leeds.
FORD, ELLEN, Croydon, Surrey. Dec 31. Drummonds and Co, Croydon.
GRAHAM, CATHERINE, Carlisle. Dec 31. Mason and Thompson, Whitehaven.
HARDING, RICHARD, Goldsmith rd, Acton, Gent. Feb 1. Buchanan and Rogers, Basinghall st.
IRONS, STRANNAH, Priory rd, South Lambeth. Jan 1. Barnard and Co, Lincoln's inn fields.
JACKSON, JOHN, Walmsley, nr Bury, Lancaster, Gent. Dec 9. Knowles and Thompson, Newchurch.
KIRBY, RICHARD, Upper Boston st, Marylebone, Dairyman. Dec 31. Somerville, Lincoln's inn fields.
LONSDALE, HORATIO BARROW, Cambridge villas, Teddington, Gent. Dec 10. Nickolson and Co, Chancery lane.
MARSH, THOMAS DONSON, Gurney rd, Stratford, of no occupation. Dec 24. Garrett, O'Hara, Robert, Chelsea, Barrister at Law. Dec 31. Hargrove and Co, Victoria st.
PAGE, EMMELINE, Henley on Thames. Jan 1. Langlois and Biden, Leadenhall st.
PECK, JOHN CROOK, Wickham, Kent, Gent. Nov 30. Chester, Shepherd's Bush green.
PEDLEY, JOHN, Walsall, Stafford, Curry Comb Maker. Dec 14. Brookes, Walsall.
SULLIVAN, ARTHUR, Princes gdns, Kensington, Contractor. Dec 19. Bolton and Co, Temple gdns, Temple.
WALKER, JOHN, Arnos grove, Esq. Dec 31. Gellatly and Co, Lombard st, Gracechurch st. [Gazette, Nov. 20.]
BIRD, SAMUEL, Chadwell, Essex, Farmer. Dec 30. Baddeley, Leadenhall st.
BURDOCK, MARY, Lavender Grove, Daleson. Jan 11. Walker, Coleman st.
BURBOWS, MARTHA, King's Lynn, Norfolk. Dec 1. Canwarden, Jewin st.
BURSEY, FRANCES ELIZABETH, Lymington, Southampton. Dec 23. Moore and Co, Lymington.
BUSH, PHILIP, Standon, Hertford, Hay Dealer. Dec 31. Baker and Thorncroft, Bishop's Stortford.
CARR, THOMAS, Ashton upon Mersey, Chester, Gent. Jan 9. Makinson and Co, Blackfriars st.
CULLEY, ELIZABETH PATIENCE, Braydestone, Norfolk. Jan 1. Overbury and Gilbert, Norwich.
ELLIS, WILLIAM, Radnor place, Hyde Park sq. Jan 8. Tweed and Co, Lincoln.
GLOSSOP, JAMES, Manchester, Paper Dealer. Dec 18. Grundy and Co, Manchester.
HOBBS, SARAH, Lymington. Dec 23. More and Co, Lymington.
HODGKINSON, GEORGE, Upper Heley, nr Sheffield, Pen Blade Grinder. Dec 10. Vickers and Co, Sheffield.
HOOLEY, WILLIAM, Stockport, Chester, Bank Manager. Dec 31. Smith, Stockport.
HOWELL, ENMA, Weston super Mare. Jan 1. Neish and Howell, Watling st.
JONES, WILLIAM, Liverpool, Chemist. Dec 20. Quinn and Sons, Liverpool.
NEWBOLD, THOMAS, Sheffield, Butcher. Dec 13. Wilson, Sheffield.
OLDFIELD, JOHN, Stockport, Chester, Valuer. Dec 31. Smith, Stockport.
PEDLAR, ELIZA, Lymington, Hants. Dec 23. More and Co, Lymington.
PHILLIPS, ABRAHAM, Kennington rd, Fruiterer. Dec 31. Waller and Sons, Colindale st.
PLANCHE, JAMES GERRATT, Liverpool, Collector. Dec 26. Bremner and Co, Liverpool.
PRINCE, HARRIETTE GRACE, Eastbourne, Sussex. Jan 1. Hillman, Lewes.
RUSHWORTH, AMOS, Halifax, Coal Merchant. Jan 1. Hill, Halifax.
STYRING, JAMES, Lenton, Nottingham, Farmer. Dec 31. Taylor, Sheffield.
SYDGE, ELIZABETH ANNIE, St Leonard's, Sussex. March 1. Bircham and Co, Parisienne st, Westminster.
WILKIN, MARY GRAYDON, Spencer villas, Tottenham. Dec 21. Montague and Son, Coleman st bds, Moorgate st.
YARDALEY, GEORGE, Sheffield, Grocer. Dec 19. Vickers and Co, Sheffield [Gazette, Nov. 24.]

SALES OF ENSUING WEEK.

Dec. 8.—Messrs. ROGERS, CHAPMAN, & THOMAS, at 3, Old Serjeants'-inn, Bookcases, &c. (see advertisement, this week, p. 102).
Dec. 10.—Mr. B. A. REEVES, at the Mart, at 1 p.m., Freehold Properties (see advertisements, Nov. 23, p. 65).

LONDON GAZETTES.

BANKRUPTCIES ANNULLED.
Under the Bankruptcy Act, 1869.

TUESDAY, Dec. 1, 1885.

Palmer, William Henry, Bolton rd, St John's Wood. Nov 27

THE BANKRUPTCY ACT, 1883.

FRIDAY, Nov. 27, 1885.

RECEIVING ORDERS.

Agnew, William, Welshpool, Montgomeryshire, Gunsmith. Newtown. Pet Nov 25. Ord Nov 25.
Barnard, John, Devizes, Wilts, Fishmonger. Bath. Pet Nov 25. Ord Nov 25.
Bassano, George Henry, and Albert Edward Slater, Derby, Telegraph Instrument Manufacturers. Derby. Pet Nov 23. Ord Nov 23. Exam Dec 19.
Binks, Edward Webster, Leeds, Broker. Leeds. Pet Nov 23. Ord Nov 23. Exam Dec 15 at 11.
Brooks, William, West Bromwich, Staffordshire, Horse Dealer. Oldbury. Pet Nov 23. Ord Nov 23. Exam Dec 15.
Bunney, Ezra, Mountsorrel, Leicestershire, Shopkeeper. Leicester. Pet Nov 24. Ord Nov 24. Exam Dec 9 at 10.
Daniel, William, Neath, Glam., Boatman. Neath. Pet Nov 23. Ord Nov 23. Exam Dec 15 at 10.30, at Townhall, Neath.
Dean, Maria L., Late 81, Charlotte st, Fitzroy square, Artist. High Court. Pet Nov 24. Ord Nov 24. Exam Jan 13 at 11.34, Lincoln's inn fields.
Dover, Christopher, Minsk, Yorks, Farmer. Northallerton. Pet Sept 22. Ord Nov 23. Exam Dec 21 at 11.30, at Court house, Northallerton.
Drayson, John, and Thomas Henry Drayson, Elmstone, Kent, Farmers. Canterbury. Pet Nov 23. Ord Nov 23. Exam Dec 11.
Fleet, Arthur, Crews, Grocer. Nantwich and Crews. Pet Nov 23. Ord Nov 24. Exam Dec 15 at 11, at Newkirk.
Forshaw, William, Liverpool, Out of business. Liverpool. Pet Nov 20. Ord Nov 23. Exam Dec 7 at 11, at Court house, Government bldgs, Victoria st, Liverpool.
Griffith, Robert, Carnarvon, Draper's Clerk. Bangor. Pet Nov 25. Ord Nov 25. Exam Dec 14 at 12.30.
Hawkins, Charles Wilson, Preston, Lancashire, Cotton Spinner. Preston. Pet Nov 10. Ord Nov 23. Exam Dec 15.
Heap, William Beasley, Dunchurch, nr Rugby, Builder. Coventry. Pet Nov 23. Ord Nov 23. Exam Dec 7.
Horsfall, Alfred Henry, Leamington, Printer. Coventry. Pet Nov 23. Ord Nov 23. Exam Dec 7.
Howcroft, John, Burn, nr Selby, Publican. York. Pet Nov 23. Ord Nov 23. Exam Dec 11 at 11 at Guildhall, York.
King, Alfred Thomas, Nottingham, Aerated Water Manufacturer. Nottingham. Pet Nov 23. Ord Nov 23. Exam Dec 15.
Law, James Kay, Sowerby Bridge, Yorks, Tailor. Halifax. Pet Nov 21. Ord Nov 23. Exam Dec 14.
Lawton, Ben, Huddersfield, Yarn Spinner. Huddersfield. Pet Nov 25. Ord Nov 25. Exam Dec 19 at 11.
Little, Ann, Irthington, Cumberland, Widow. Carlisle. Pet Nov 11. Ord Nov 23. Exam Dec 9 at 11 at Court house, Carlisle.
Little, Joseph, Irthington, Cumberland, Farmer. Carlisle. Pet Nov 11. Ord Nov 23. Exam Dec 9 at 11.30 at Court house, Carlisle.
Lyon, Reuben, and Walter Lyon, Bristol, Picture Frame Dealers. Bristol. Pet Nov 19. Ord Nov 23. Exam Dec 10 at 12 at Guildhall, Bristol.
Mugford, William Henry, Redruth, Cornwall, Fish Dealer. Truro. Pet Nov 21. Ord Nov 21. Exam Dec 17 at 11.
Newby, James Edward, Blackburn, Lancashire, Grocer. Blackburn. Pet Nov 24. Ord Nov 24. Exam Dec 8 at 11.30.
Nicholas, Oliver, Staple Hill, Gloucestershire, Builder. Bristol. Pet Nov 23. Ord Nov 23. Exam Dec 10 at 12 at Guildhall, Bristol.
Oakes, James, Huddersfield, nr Macclesfield, Builder. Macclesfield. Pet Nov 23. Ord Nov 23. Exam Dec 10 at 2.
Pyrah, Anthony, Bradford, Paper Manufacturer. Bradford. Pet Nov 23. Ord Nov 23. Exam Dec 15.
Richardson, Thomas Henry, Brasted, Kent, Ironmonger. Tunbridge Wells. Pet Nov 11. Ord Nov 24. Exam Dec 22.
Robinson, Joseph, Leeds, Timber Merchant. Leeds. Pet Nov 24. Ord Nov 24. Exam Dec 15 at 11.
Scholes, Thomas, Stockton on Tees, Tea Dealer. Stockton on Tees and Middlesborough. Pet Nov 23. Ord Nov 23. Exam Dec 9.
Sheffield, James Thomas, 112, Whitechapel rd, Middlesex, Confectioner. High Court. Pet Nov 24. Ord Nov 24. Exam Jan 19 at 11 at 34, Lincoln's inn fields.
Smith, Robert Helrons, Cromer, Norfolk, Grocer. Norwich. Pet Nov 21. Ord Nov 24. Exam Dec 16 at 12 at Shirehall, Norwich Castle.
Smithson, George Johnson, Horsforth, Yorks, Commission Agent. Leeds. Pet Nov 23. Ord Nov 23. Exam Dec 15 at 11.
Starkey, Jesse, Stoke Golding, Leicestershire, Manure Manufacturer. Leicester. Pet Nov 23. Ord Nov 23. Exam Dec 9 at 10.
Taylor, Richard William, Worcester, Accountant. Worcester. Pet Nov 24. Ord Nov 24. Exam Dec 8 at 11.30.
Thomas, Owen Lyndon, Walsall, Haulier. Walsall. Pet Nov 23. Ord Nov 23. Exam Dec 14.
Webster, Elizabeth, Leeds, Timber Merchant. Leeds. Pet Nov 25. Ord Nov 25. Exam Dec 15 at 11.
Wickings, William, Staplehurst, Kent, Builder. Maidstone. Pet Nov 21. Ord Nov 21. Exam Dec 21.
Williams, John Henry Bowen, Tisbury, Wilts, Gas Fitter. Salisbury. Pet Nov 24. Ord Nov 24. Exam Feb 12 at 12.
Windsor, James, Torquay, Builder. Exeter. Pet Nov 24. Ord Nov 24. Exam Dec 10 at 11.
Yeld, Richard de Clare, Sunderland, Steamship Manager. Sunderland. Pet Nov 23. Ord Nov 23. Exam Dec 3.

FIRST MEETINGS.

Akehurst, Stephen Allen, Freshfield, Lancashire, Grocer. Dec 7 at 2. Official Receiver, 35, Victoria st, Liverpool.
Aloock, Jane, Edwardes terr, Kensington, Dressmaker. Dec 4 at 11. 33, Carey st, Lincoln's inn.
Barham, Edward Henry, Hastings, Fruiterer. Dec 4 at 2. Townhall chhrs, Hastings.
Bassano, George Henry, and Albert Edward Slater, Derby, Telegraph Instrument Manufacturers. Dec 4 at 2.30. Official Receiver, St. James's chhrs, Derby.
Bassano, George Henry (sep estate), Derby, Telegraph Instrument Manufacturer. Dec 4 at 2.30. Official Receiver, St. James's chhrs, Derby.

Benson, George William, Gt. Portland st, Chemist. Dec 4 at 2. 33, Carey st, Lincoln's inn.
Binks, Edward Webster, Leeds, Broker. Dec 7 at 12. Official Receiver, St. Andrew's chhrs, 22, Park row, Leeds.
Brooks, William, West Bromwich, Staffordshire, Horse Dealer. Dec 18 at 10.30. Court house, Oldbury.
Bunney, Ezra, Mountsorrel, Leicestershire, Shopkeeper. Dec 8 at 3. Official Receiver, 28, Friar lane, Leicester.
Daniel, William, Neath, Glamorganshire, Boatman. Dec 7 at 10.30. Castle Hotel, Neath.
Dimbleby, John, Northampton, Tailor. Dec 8 at 10. County court bldgs, Northampton.
Dunton, Dorothy, New Bond st, Milliner. Dec 7 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
Duggan, Joseph, Liverpool, Model Lodging House Keeper. Dec 7 at 2. Official Receiver, 35, Victoria st, Liverpool.
Gilbert, William Henry, Shrewsbury, Brewery Agent. Dec 14 at 3. Law Society, Talbot chhrs, Shrewsbury.
Grocock, Charles, Hanslope, Bucks, Wheelwright. Dec 5 at 4. County court bldgs, Northampton.
Haskins, James, Kingswood, Gloucestershire, Grocer. Dec 7 at 12.30. Official Receiver, Bank chhrs, Bristol.
Heap, William Beasley, Dunchurch, nr Rugby, Builder. Dec 7 at 11. Official Receiver, 17, Hertford st, Coventry.
Hicks, James Creasey, Leamington, Livery Stable Keeper. Dec 4 at 11. Messrs. Cookes and Southorn, 38, The Parade, Leamington.
Holberry, Joseph, Oldbury, Worcester, Licensed Victualler's Manager. Dec 5 at 11. Official Receiver, St. Peter's close, Wolverhampton.
Horsfall, Alfred Henry, Coventry, Printer. Dec 7 at 12. Official Receiver, 17, Hertford st, Coventry.
King, Alfred Thomas, Nottingham, Aerated Water Manufacturer. Dec 4 at 2. Official Receiver, 1, High pavement, Nottingham.
Law, James Kay, Sowerby Bridge, Yorks, Tailor. Dec 5 at 11. Official Receiver, Townhall chhrs, Halifax.
Lawton, Ben, Lockwood, Huddersfield, Yarn Spinner. Dec 9 at 11. Official Receiver, New st, Huddersfield, Yorkshire.
Lee, William Hoxton st. Dec 7 at 12. 33, Carey st, Lincoln's inn.
Little, Ann, Irthington, Cumberland, Widow. Dec 9 at 12.30. Official Receiver, 34, Fisher st, Carlisle.
Little, Joseph, Irthington, Cumberland, Farmer. Dec 9 at 1. Official Receiver, 34, Fisher st, Carlisle.
Lyon, Reuben (Sep estate), Bristol, Picture Frame Dealer. Dec 7 at 3.15. Official Receiver, Bank chhrs, Bristol.
Lyon, Reuben, and Walter Lyon, Bristol, Picture Frame Dealers. Dec 7 at 3. Official Receiver, Bank chhrs, Bristol.
Lyon, Walter (Sep estate), Bristol, Picture Frame Dealer. Dec 7 at 3.30. Official Receiver, Bank chhrs, Bristol.
Meredith, John Henry, St Leonard's on Sea, Lodging House Keeper. Dec 4 at 1. Townhall chhrs, Hastings.
Mugford, William Henry, Redruth, Cornwall, Fish Dealer. Dec 5 at 12. Official Receiver, Boscawen st, Truro.
Nicholson, Charles, Gosport, Plumber. Dec 4 at 12. Official Receiver, 106, Queen st, Portsea.
Nicholas, Oliver, Staple Hill, Gloucestershire, Builder. Dec 7 at 3.45. Official Receiver, Bank chhrs, Bristol.
Oakes, James, Huddersfield, nr Macclesfield, Builder. Dec 11 at 7. Official Receiver, Macclesfield.
Pyrah, Anthony, Bradford, Paper Manufacturer. Dec 4 at 11. Official Receiver, 3, Manor row, Bradford.
Sale, Ellen, Manchester, Licensed Victualler. Dec 8 at 3. Official Receiver, Ogden's chhrs, Bridge st, Manchester.
Saward, John William, Broadway, Stratford, Butcher. Dec 4 at 12. 33, Carey st, Lincoln's inn.
Seaton, Tom, Rich st, Limehouse, Licensed Victualler. Dec 7 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
Smith, Charles Augustus, Landport, Hants, Grocer. Dec 7 at 3. Official Receiver, 166, Queen st, Portsea.
Smithson, George Johnson, Horsforth, Yorks, Commission Agent. Dec 7 at 11. Official Receiver, St Andrew's chhrs, 22, Park row, Leeds.
Starkey, Jesse, Stoke Golding, Leicestershire, Manure Manufacturer. Dec 7 at 3.25. Friar lane, Leicester.
Street, William Thomas, Leyton, Essex, Ironmonger. Dec 4 at 11. 33, Carey st, Lincoln's inn.
Taylor, Richard William, Worcester, Accountant. Dec 8 at 11. Official Receiver, Worcester.
Thomas, Owen Lyndon, Walsall, Haulier. Dec 7 at 11.15. Official Receiver, Bridge st, Walsall.
Till, Thomas, Bartlett's bldgs, Holborn circus, Manufacturing Jeweller. Dec 9 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
Trotter, W. H. Dae, Minding lane, Merchant. Dec 7 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
Ward, William Edwin, Nottingham, Lace Maker. Dec 4 at 12. Official Receiver, 1, High pavement, Nottingham.
Whaite, Frederick Adolphus, Manchester, Dealer in Fine Arts. Dec 4 at 3. Official Receiver, Ogden's chhrs, Bridge st, Manchester.
Wickings, William, Staplehurst, Kent, Builder. Dec 5 at 3. Official Receiver, Week st, Maidstone.
Wilson, John, Worthington, Cumberland, Cabinet Maker. Dec 5 at 12. 67, Duke st, Whitehaven.

ADJUDICATIONS.

Ashdown, Trayton, Bexhill, Sussex, Saw Mill Proprietor. Hastings. Pet Oct 17. Ord Nov 20.
Atkins, Clement Stubbington, Landport, Bootmaker. Portsmouth. Pet Oct 28. Ord Nov 23.
Bailey, Michael, Manchester, Grocer. Manchester. Pet Oct 3. Ord Nov 24.
Barnard, John, Devizes, Wiltshire, Fishmonger. Bath. Pet Nov 23. Ord Nov 23.
Bassano, George Henry, and Albert Edward Slater, Derby, Telegraph Instrument Manufacturers. Derby. Pet Nov 23. Ord Nov 23.
Beerling, William, Margate, Grocer. Canterbury. Pet Oct 31. Ord Nov 20.
Binks, Edward Webster, Leeds, Broker. Leeds. Pet Nov 23. Ord Nov 24.
Butler, Patrick, Wells st, Oxford st, Physician. High Court. Pet Nov 20. Ord Nov 23.
Carruthers, William, Gamblesby, nr Penrith, Farmer. Carlisle. Pet Nov 20. Ord Nov 24.
Casey, Oscar James, Cumberland st, Warwick square, Architect. Portsmouth. Pet Sept 6. Ord Nov 31.
Child, John, Birmingham, Coach Builder. Birmingham. Pet Nov 20. Ord Nov 23.
Curson, William Deacon, Cowley, Brick Manufacturer. High Court. Pet Nov 5. Ord Nov 24.
Davies, Samuel, Welshpool, Montgomeryshire, Clothier. Newtown. Pet Oct 14. Ord Nov 23.
Dawson, John Waugh, Newcastle under Lyme, Cotton Spinner. Hanley, Barren, and Tunstall. Pet Oct 19. Ord Nov 23.
Edwards, Charles James, New Romney, Kent, Builder. Hastings. Pet Oct 28. Ord Nov 16.
Forsshaw, William, Liverpool, Out of business. Liverpool. Pet Nov 20. Ord Nov 23.

Gooch, Arthur Brooks, Stoney st, Southwark, Potato Dealer. High Court. Pet Oct 27. Ord Nov 25.
 Griffith, Robert, Carnarvon, Draper's Clerk. Banger. Pet Nov 25. Ord Nov 25.
 Holberry, Joseph, Oldbury, Worcestershire, Licensed Victualler's Manager. Wolverhampton. Pet Nov 21. Ord Nov 23.
 Huckvale, James Augustus, Fenchurch st, Commission Agent. High Court. Pet Nov 21. Pet Nov 24.
 Kellett, Edward, Manchester, Upholsterer's Warehouseman. Manchester. Pet Oct 25. Ord Nov 24.
 Law, James Kay, Sowerby Bridge, Yorks, Tailor. Halifax. Pet Nov 21. Ord Nov 25.
 Longshaw, Peter Phillips, Warrington, Lancashire, late Chemical Maker. Warrington. Pet Oct 9. Ord Nov 23.
 Mayall, John James Edwin, New Bond st, Photographer. High Court. Pet Aug 15. Ord Nov 24.
 Mitchell, Joseph, the elder, Ossett, Yorks, Rag Merchant. Dewsbury. Pet Nov 5. Ord Nov 23.
 Mobbs, Thomas J., Chorlton cum Hardy, Lancashire, Brewers' Agent. Salford. Pet Oct 13. Ord Nov 24.
 Mugford, William Henry, Redruth, Cornwall, Fish Dealer. Truro. Pet Nov 21. Ord Nov 21.
 Oldfield, James Kellett, New Briggate, Leeds, Furniture Broker. Leeds. Pet Nov 20. Ord Nov 23.
 Pyrah, Anthony, Bradford, Paper Manufacturer. Bradford. Pet Nov 23. Ord Nov 23.
 Rees, Henry Edward, Llandinam, Montgomeryshire, Innkeeper. Newtown. Pet Oct 10. Ord Nov 25.
 Sale, Ellen, Manchester, Licensed Victualler. Manchester. Pet Nov 19. Ord Nov 24.
 Sanders, Thomas Henry, Kew rd, Richmond, Upholsterer. Wandsworth. Pet Nov 2. Ord Nov 21.
 Smithson, George Johnson, Horsforth, Yorks, Commission Agent. Leeds. Pet Nov 23. Ord Nov 24.
 Taylor, Richard William, Worcester, Accountant. Worcester. Pet Nov 24. Ord Nov 24.
 Thompson, Andrew, and John William Thompson, Roseden, Northumberland, Farmers. Newcastle on Tyne. Pet Nov 10. Ord Nov 24.
 Upham, Edwin, Williton, Somersetshire, Baker. Taunton. Pet Oct 27. Ord Nov 25.
 Walton, William, Islip, Oxfordshire, Farmer. Oxford. Pet Oct 30. Ord Nov 21.
 Ward, Walter, and Ellis Ward, Dewsbury, Woollen Manufacturers. Dewsbury. Pet Nov 7. Ord Nov 24.
 Wickings, William, Staplehurst, Kent, Builder. Maidstone. Pet Nov 21. Ord Nov 21.
 Wormald, David, jun, Talford rd, Camberwell, Gent. High Court. Pet Feb 6. Ord Nov 24.
 Wray, Francis, and George Walker, Cardiff, Builders. Cardiff. Pet Oct 28. Ord Nov 24.
 Yield, Richard de Clare, Sunderland, Steamship Manager. Sunderland. Pet Nov 23. Ord Nov 24.

TUESDAY, Dec. 1, 1885.
 RECEIVING ORDEES.

Allin, Robert Fox, Wye, Kent, Grazier. Canterbury. Pet Nov 27. Ord Nov 27. Exam Dec 18.
 Bamford, George, and John William Bamford, Milnsbridge, near Huddersfield, Waste Openers. Huddersfield. Pet Oct 9. Ord Oct 22. Exam Dec 19 at 11.
 Bentley, Robert, Rastrick, near Halifax, Joiner. Halifax. Pet Nov 26. Ord Nov 26. Exam Dec 14.
 Billson, Anstruther Harto, Dover, Grocer. Canterbury. Pet Nov 26. Ord Nov 26. Exam Dec 11.
 Bradberry, Joseph, Huddleston road, Tufnell Park, Cheesemonger. High Court. Pet Nov 25. Ord Nov 28. Exam Jan 13 at 11.30, at 34, Lincoln's inn fields.
 Bragg, R., Ringford rd, West Hill, Wandsworth, Builder. Wandsworth. Pet Oct 29. Ord Nov 25. Exam Jan 7.
 Brain, William Robert, Middlesborough, Boot Dealer. Stockton on Tees and Middlesborough. Pet Nov 27. Ord Nov 27. Exam Dec 9.
 Clark, John, York, Grocer's Assistant. York. Pet Nov 27. Ord Nov 27. Exam Dec 18 at 10, at Guildhall, York.
 Cole, Isaac Leggett, Great Yarmouth, Norfolk, General-shop Keeper. Great Yarmouth. Pet Nov 28. Ord Nov 28. Exam Dec 14 at 2.30, at Townhall, Great Yarmouth.
 Cowap, Henry, Elton, nr Sandbach, Cheshire, Grocer. Macclesfield. Pet Nov 27. Ord Nov 27. Exam Dec 15 at 11.
 Crofts, John, Margate, Bootmaker. Canterbury. Pet Nov 26. Ord Nov 27. Exam Dec 19.
 Crowe, George, Grindale, Yorks, Farmer. Scarborough. Pet Nov 27. Ord Nov 27. Exam Jan 5 at 12.
 Deighton, William, Bradford, Furniture Broker. Bradford. Pet Nov 27. Ord Nov 27. Exam Dec 15.
 Dunkley, James Henry, Yeovil, Somerset, Pianoforte Manufacturer. Yeovil. Pet Nov 26. Ord Nov 26. Exam Dec 19.
 Edwards, William, Dudley, Worcestershire, Tailor. Dudley. Pet Nov 26. Ord Nov 26. Exam Dec 15 at 12.
 Farmer, John, Preston Wynne, Herefordshire, Farmer. Hereford. Pet Nov 26. Ord Nov 26. Exam Dec 22.
 Fitch, William, Colchester, Rope-maker. Colchester. Pet Nov 26. Ord Nov 26. Exam Dec 23 at 12, at Townhall, Colchester.
 Fletcher, William Barnum, Kingston upon Hull, Provision Dealer. Kingston upon Hull. Pet Nov 28. Ord Nov 28. Exam Dec 21 at 2, at Court house, Townhall, Hull.
 Ford, Edwin Charles, Newent, Gloucestershire, Farmer. Gloucester. Pet Nov 28. Ord Nov 28. Exam Dec 29.
 Graham, James, Bush lane, Cannon st, Banker. High Court. Pet Nov 29. Ord Nov 29. Pet 22 at 11, at 34, Lincoln's inn fields.
 Hain, William Clements, High road, Willeaden Green, Grocer. High Court. Pet Nov 29. Ord Nov 29. Exam Jan 15 at 11.30, at 34, Lincoln's inn fields.
 Hockaday, Frank Standford, Hardpool, Accountant. Sunderland. Pet Nov 12. Ord Nov 27. Exam Dec 19.
 Helm, George Holroyd, Sowerby Bridge, Yorks, Mason. Halifax. Pet Nov 26. Ord Nov 26. Exam Dec 14.
 Heywood, John, Heywood, Lancashire, Printer. Bolton. Pet Nov 25. Ord Nov 25. Exam Dec 14 at 11.
 Howes, Samuel, King's Lynn, Norfolk, Merchant. King's Lynn. Pet Nov 24. Ord Nov 24. Exam Dec 16 at 10.30 at Court house, King's Lynn.
 Jenkins, Henry Francis, Landport, Hampshire, Butcher. Portsmouth. Pet Nov 25. Ord Nov 28. Exam Dec 14.
 Jenkins, Thomas Waters, Aberavon, Glamorganshire, Tinplate Manufacturer. Neath. Pet Nov 16. Ord Nov 26. Exam Dec 15 at 2.15 at Townhall, Neath.
 Jenkins, William, sen, Wolverhampton, Wheelwright's Foreman. Wolverhampton. Pet Nov 26. Ord Nov 26. Exam Dec 15.
 Jensen, Emma, and Mary Ann Stokes (a married woman), Grays, Essex, Grocers and Provision Dealer. Rochester. Pet Nov 26. Ord Nov 28. Exam Dec 14 at 2.
 Ladd, Alfred Allen Robert, Exeter, Tobacconist. Exeter. Pet Nov 28. Ord Nov 28. Exam Jan 14 at 11.
 Lawrence, Charles, Lincoln st, Mile End, Veterinary Surgeon. High Court. Pet Nov 26. Ord Nov 26. Exam Jan 14 at 11.30 at 34, Lincoln's inn fields.

Leah, Henry, Hart st, Bloomsbury, Auctioneer. High Court. Pet July 28. Ord Nov 27. Exam Jan 14 at 11.30 at 34, Lincoln's inn fields.
 Lewis, Hugh, Merthyr Tydfil, Grocer. Merthyr Tydfil. Pet Nov 28. Ord Nov 28. Exam Dec 16.
 MacGill, Andrew, St Leonard's rd, Bromley by Bow, Doctor of Medicine. High Court. Pet Nov 28. Ord Nov 28. Exam Jan 21 at 11 at 34, Lincoln's inn fields.
 Martin, Richard, Linkinhorne, Cornwall, Coal Merchant. East Stonehouse. Pet Nov 24. Ord Nov 28. Exam Dec 21 at 12.
 McKend, Frank, Queen's rd, Baywater, Gentleman. High Court. Pet Nov 27. Ord Nov 27. Exam Jan 14 at 11.30 at 34, Lincoln's inn fields.
 Minnitt, Thomas Arthur, Derby, Wine Merchant. Derby. Pet Nov 26. Ord Nov 26. Exam Dec 19 at 10.
 Perks, William, Hart st, Mark lane, Corn Factor. High Court. Pet Nov 28. Ord Nov 28. Exam Jan 21 at 11 at 34, Lincoln's inn fields.
 Pickford, Frank, Sunnyside, Waldegrave rd, Teddington, Builder. Kingston, Surrey. Pet Nov 27. Ord Nov 28. Exam Jan 8 at 9.30.
 Pigott, Frederick Charles, Shakespeare villas, Finchley, Commercial Traveller. Barnet, Herts. Pet Nov 27. Ord Nov 28. Exam Dec 22 at 11 at Townhall, Barnet.
 Prosser, Charles, Punch Bowl Inn, West st, Hereford, Licensed Victualler. Hereford. Pet Nov 23. Ord Nov 28. Exam Dec 22.
 Rous, John Goodwin, Lowestoft, Suffolk, Grocer. Gt Yarmouth. Pet Nov 26. Ord Nov 26. Exam Dec 14 at 2.50 at Townhall, Gt Yarmouth.
 Savill, William, Clavering, Essex, Farmer. Cambridge. Pet Nov 27. Ord Nov 27. Exam Dec 16 at 2.
 Sheppard, George, Weston super Mare, Confectioner. Bridgwater. Pet Nov 28. Ord Nov 27. Exam Dec 14 at 11.
 Smith, John, and Isabella White, Liverpool, Mantle Manufacturers. Liverpool. Pet Nov 21. Ord Nov 26. Exam Dec 10 at 11 at Court house, Government bldgs, Victoria st, Liverpool.
 Squires, Cyrus, Walsall, Staffordshire, Musical Instrument Dealer. Walsall. Pet Nov 27. Ord Nov 27. Exam Dec 21 at 2.
 Walker, William Victor, Plymouth, Lime Merchant. East Stonehouse. Pet Nov 27. Ord Nov 27. Exam Dec 22 at 12.

FIRST MEETINGS.

Agnew, William, Welshpool, Montgomeryshire, Gunsmith. Dec 9 at 1.
 Elephant Hotel, Newtown, Montgomeryshire.
 Barnard, John, Devises, Wilts, Fishmonger. Dec 9 at 12.30. Official Receiver, Bank chbrs, Bristol.
 Bentley, Robert, Rastrick, Yorks, Joiner. Dec 11 at 11. Official Receiver, Townhall chbrs, Halifax.
 Billson, Anstruther Harto, Dover, Grocer. Dec 9 at 11.30. Bankruptcy bldgs, Lincoln's inn.
 Child, John, Birmingham, Coachbuilder. Dec 10 at 11. Official Receiver, Birmingham.
 Clark, John, York, Grocer's Assistant. Dec 9 at 2. Official Receiver, York.
 Daniel, Charles Eckersley, Victoria st, Westminster, Contractor. Dec 10 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Deighton, William, Bradford, Furniture Broker. Dec 10 at 11. Official Receiver, Bradford.
 Edwards, William, Dudley, Worcestershire, Tailor. Dec 15 at 10. Official Receiver, Dudley.
 Ellington, Henry Ridley, and John Thomas Aldred, Friday st, Warehousemen. Dec 14 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Farmer, John, Preston Wynne, Herefordshire, Farmer. Dec 12 at 2. Official Receiver, 2, Offa st, Hereford.
 Fitch, William, Colchester, Rope-maker. Dec 10 at 11. Townhall, Colchester.
 Garland, J., Royal rd, Kennington, Cheesemonger. Dec 9 at 11. 33, Carey st, Lincoln's inn.
 Gray, James George, British st, Bow rd, Carpenter. Dec 9 at 2. Saracen's Head, Dnnmow, Essex.
 Hannay, John, Salop, Surgeon. Dec 14 at 10.30. Law Society, Talbot chbrs, Shrewsbury.
 Helm, George Holroyd, Sowerby Bridge, Yorks, Mason. Dec 11 at 10. Official Receiver, Townhall chbrs, Halifax.
 Heywood, John, Heywood, Lancashire, Printer. Dec 9 at 11.30. 16, Wood st, Bolton.
 Howcroft, John, Burn, nr Selby, Yorks, Publican. Dec 9 at 12. Official Receiver, York.
 Howes, Samuel, King's Lynn, Norfolk, Corn Merchant. Dec 8 at 12.15. B. Whall, Market sq, King's Lynn.
 Jenkins, Thomas Waters, Aberavon, Glamorganshire, Tin Plate Manufacturer. Dec 10 at 10.30. Castle Hotel, Neath.
 Jenkins, William, the elder, Wolverhampton, Wheelwright's Foreman. Dec 19 at 3.30. Official Receiver, St. Peter's close, Wolverhampton.
 Ladd, Alfred Allen Robert, Exeter, Tobacconist. Dec 9 at 12. Bankruptcy bldgs, Portugal st.
 Lewis, Hugh, Merthyr Tydfil, Grocer. Dec 10 at 12. Official Receiver, Merthyr Tydfil.
 Martin, Richard, Linkinhorne, Cornwall, Coal Merchant. Dec 10 at 12. Stag Hotel, Liskeard.
 Minnitt, Thomas Arthur, Derby, Wine Merchant. Dec 9 at 2.30. Official Receiver, St. James's chbrs, Derby.
 Munro, Donald, New London st, Fenchurch st, Biscuit Maker. Dec 9 at 12. 33, Carey st, Lincoln's inn.
 Owens, Owen, Llanddudfryn, Anglesey, Farm Labourer. Dec 14 at 12.15. Queen's Head Cafe, Bangor.
 Prosser, Charles, Hereford, Licensed Victualler. Dec 12 at 3. Official Receiver, 2 Offa st, Hereford.
 Rhodes, James Fletcher, Dewsbury, Yorks, out of business. Dec 9 at 3. Official Receiver, Bank chbrs, Batley.
 Richardson, Thomas Henry, Brasted, Kent, Ironmonger. Dec 8 at 4. Official Receiver, 30, Bond st, Brighton.
 Savill, William, Clavering, Essex, Farmer. Dec 11 at 2.45. Rose and Crown Hotel, Saffron Walden.
 Smith, John, and Isabella White, Liverpool, Mantle Makers. Dec 11 at 2. Official Receiver, 35, Victoria st, Liverpool.
 Squires, Cyrus, Walsall, Musical Instrument Dealer. Dec 11 at 3.15. Official Receiver, Bridge st, Walsall.
 Tong, Joshua, Dewsbury, Yorks, Blanket Maker. Dec 9 at 4. Official Receiver, Bank chbrs, Batley.
 Totty, Peter, Wilson st, Barnsley, Shopkeeper. Dec 9 at 11.30. Official Receiver, 3, Eastgate, Barnsley.
 Williams, John Henry Bowen, Tisbury, Wilts, Gasfitter. Dec 8 at 1.15. Official Receiver, Salisbury.
 Windsor, James, Torquay, Devonshire, Builder. Dec 11 at 2. Queen's Hotel, Torquay.
 Wood, William, Brockley, Kent, Ironmonger. Dec 9 at 3. Official Receiver, 109, Victoria st, Westminster.

ADJUDICATIONS.

Allan, John, Lee, Kent, Builder. Greenwich. Pet Nov 4. Ord Nov 27.
 Brooks, William, Westbromwich, Staffordshire, Horse Dealer. Oldbury. Pet Nov 23. Ord Nov 26.
 Brown, Mydney, Bradford, Printer. Bradford. Ord made under section 103. Ord Nov 26.
 Clark, William Thomas, Lapworth, Warwickshire, Licensed Victualler. Birmingham. Pet Nov 19. Ord Nov 27.
 Deighton, William, Bradford, Furniture Broker. Bradford. Pet Nov 27. Ord Nov 27.

Der, John, I.
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 Edwards, W.
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 Fleet, Arth
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 Fletcher, Jol
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 Hall, Walter
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 Helm, George
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 Jenkins, He
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 Jones, Rich
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 Jones, Will
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 Knights, Jo
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Mr. John, Doncaster, Farmer. Sheffield. Pet Nov 11. Ord Nov 28
 Dodwell, John Christopher, Long Oresdon, nr Thame, Oxfordshire, Farm Bailiff. Oxford. Pet Nov 5. Ord Nov 28
 Edwards, William, Dudley, Worcestershire, Tailor and Herbalist. Dudley. Pet Nov 28. Ord Nov 28
 Fect, Arthur, Crews, Cheshire, Grocer. Nantwich and Crews. Pet Nov 28. Ord Nov 27
 Fletcher, Joseph Smith, Leeds, lately Publisher. Leeds. Pet Nov 11. Ord Nov 27
 Garland, John, Royal rd, Kemington, Cheesemonger. High Court. Pet Nov 4. Ord Nov 27
 Hall, Walter, Batley, Yorks, Commission Agent. Dewsbury. Pet Nov 13. Ord Nov 27
 Halm, George Holroyd, Sowerby Bridge, Yorks, Mason. Halifax. Pet Nov 28. Ord Nov 28
 Hayworth, Matthew, Kirkgate, Wakefield, Draper. Wakefield. Pet Nov 9. Ord Nov 28
 Harderschee, Jacobus Gerhardus, Waven Sisters' rd, Finsbury Park, Cheesemonger. High Court. Pet Nov 10. Ord Nov 27
 Horn, James, High st, Notting hill Gate, House Furnisher. High Court. Pet Nov 6. Ord Nov 28
 Jenkins, Henry Francis, Landport, Hants, Butcher. Portsmouth. Pet Nov 28. Ord Nov 28
 Jones, Richard, Aberystwith, Cardiganshire, Coal Merchant. Aberystwith. Pet Nov 6. Ord Nov 28
 Jones, William Joshua, Heywood, Lancashire, Cotton Spinner. Bolton. Pet Nov 14. Ord Nov 28
 Knights, Joseph, Junction rd, Holloway, Licensed Victualler. High Court. Pet Oct 27. Ord Nov 28
 Kronschoeder, Henry Herman, Birmingham, Galvanizer. Birmingham. Pet Nov 5. Ord Nov 27
 Lewis, Hugh, Merthyr Tydfil, Grocer. Merthyr Tydfil. Pet Nov 26. Ord Nov 28
 Manning, William Thomas, Victoria st, Westminster, Solicitor. High Court. Pet April 17. Ord Nov 28
 Mansfield, Thomas Edward, Barrow in Furness, Lancashire, Solicitor. Ulverston and Barrow in Furness. Pet June 24. Ord Nov 27
 Newby, James Edward, Blackburn, Lancashire, Grocer. Blackburn. Pet Nov 24. Ord Nov 27
 Nicholas, Oliver, Staple Hill, Gloucestershire, Builder. Bristol. Pet Nov 23. Ord Nov 28
 Oakes, James, Hursfield, nr Macclesfield, Builder. Macclesfield. Pet Nov 23. Ord Nov 27
 Oppermann, Adolf Fritz, St John st, Clerkenwell, Electric Lighting Engineer. High Court. Pet Sept 24. Ord Nov 24
 Pate, Mary Ann, Westbourne, Sussex, Market Gardener. Brighton. Pet Nov 13. Ord Nov 27
 Prosser, Charles, Hereford, Licensed Victualler. Hereford. Pet Nov 28. Ord Nov 28
 Roberts, Henry, Greenwich, Confectioner. Greenwich. Pet Nov 3. Ord Nov 27

Robinson, Joseph, Leeds, Timber Merchant. Leeds. Pet Nov 24. Ord Nov 27
 Rushforth, Joseph, Bradford, Ironfounder. Bradford. Pet Oct 27. Ord Nov 27
 Savill, William, Clavering, Essex, Farmer. Cambridge. Pet Nov 28. Ord Nov 28
 Sheffield, James Thomas, Whitechapel rd, Confectioner. High Court. Pet Nov 24. Ord Nov 28
 Smith, John, and Isabella White, Liverpool, Mantle Manufacturers. Liverpool. Pet Nov 21. Ord Nov 28
 Southwick, Edward, Rowley Regis, Staffordshire, Builder. Dudley. Pet Aug 6. Ord Nov 28
 Sudgen, Alfred Henry, Aldersgate st, Ostrich Feather Manufacturer. High Court. Pet Nov 20. Ord Nov 27
 Vogt, Gustav, Basinghall st, Merchant. High Court. Pet Oct 28. Ord Nov 27
 Walker, William Victor, Plymouth, Lime Merchant. East Stonehouse. Pet Nov 27. Ord Nov 28
 Webster, Elizabeth, Leeds, Timber Merchant. Leeds. Pet Nov 25. Ord Nov 27
 White, Frederick Adolphus, Manchester, Dealer in Fine Arts. Manchester. Pet Nov 27. Ord Nov 27
 Whitworth, William, Birmingham, Cabinet Maker. Birmingham. Pet Nov 4. Ord Nov 28

ADJUDICATION ANNULLED.
 Cohen, David, Leman st, Whitechapel, Furrier. High Court. Adjud Dec 11. Annul Nov 28

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Thurs., Jan 14	Thurs., April 29	Thurs., July 22
Tues., Jan 19	Tues., May 11	Tues., Aug 3
Tues., Feb 2	Tues., May 18	Tues., Aug 17
Thurs., Feb 11	Tues., May 25	Tues., Aug 24
Thurs., Feb 25	Tues., June 1	Thurs., Sept 22
Thurs., Mar 4	Tues., June 8	Thurs., Oct 14
Tues., Mar 16	Tues., June 22	Thurs., Oct 21
Tues., Mar 23	Tues., June 29	Tues., Nov 16
Tues., Mar 30	Tues., July 6	Thurs., Dec 2
Tues., April 13	Tues., July 13	Thurs., Dec 16
Tues., April 20	Tues., July 20	Thurs., Dec 30

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Tues., Jan 5	Tues., May 4	Tues., July 27
Tues., Jan 19	Tues., May 11	Tues., Aug 3
Tues., Feb 2	Tues., May 18	Tues., Aug 10
Tues., Feb 16	Tues., May 25	Tues., Aug 17
Tues., Feb 23	Tues., June 1	Tues., Aug 24
Tues., Mar 2	Tues., June 8	Tues., Aug 31
Tues., Mar 16	Tues., June 22	Tues., Oct 5
Tues., Mar 23	Tues., June 29	Tues., Oct 19
Tues., Mar 30	Tues., July 6	Tues., Nov 9
Tues., April 6	Tues., July 13	Tues., Nov 23
Tues., April 13	Tues., July 20	Tues., Dec 14
Tues., April 20		

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February 11—25	June 10—24	October 14—28
March 11—25	July 9—23	November 11—25
April 8—22	August 12—26	December 9—23

Notices of Property intended to be included should be sent at least 14 days previously, but a longer notice is preferable. Special Sales can be held on other dates.—Further particulars and terms of application at Messrs. Moore's Offices, 144, Mile End-road, London, E.

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